



VIRGINIA DEPARTMENT OF FORESTRY



VIRGINIA DEPARTMENT OF FORESTRY REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: February 14, 2013

RFP# 411:A13000-06

TITLE: VA Department of Forestry Fiscal and Nursery Inventory Solution

COMMODITY CODE: 92000, 92027

ISSUING AGENCY:

Commonwealth of Virginia
VA Department of Forestry
900 Natural Resources Drive, Suite 800
Charlottesville, VA 22903

LOCATIONS WHERE WORK WILL BE PERFORMED:

VA Department of Forestry
900 Natural Resources Drive, Suite 800
Charlottesville, VA 22903

PERIOD OF CONTRACT: From contract start date for a Three (3) Year Period with up to Two (2) One (1) Year Contract Extension Options.

PRE-PROPOSAL CONFERENCE: An Optional Pre-proposal conference call will be held on February 28, 2013 from 01:00-3:00 PM. Offerors can attend the conference in person or by audio conference call with details to be provided before the conference. *If special ADA accommodations are needed, please contact the Procurement Officer by February 25, 2013.*

VA Department of Forestry
434.977.6555
Board Room
900 Natural Resources Drive, Suite 800
Charlottesville, VA 22903

SEALED PROPOSALS WILL BE RECEIVED UNTIL:

2:00 PM March 21, 2013 For Furnishing The Goods/Services Described Herein.

INQUIRIES MUST BE RECEIVED IN WRITING BY FEBRUARY 21, 2013 AND MUST BE DIRECTED TO:

Amy Ricotta, Procurement Officer
434.220.9009
Amy.Ricotta@dof.virginia.gov

IF PROPOSALS ARE MAILED, HAND-DELIVERED, SENT BY FEDEX, UPS, OR OTHER COURIER: Send Directly to Issuing Agency Shown Above

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

NAME OF FIRM:

MAILING ADDRESS:

CITY – STATE – ZIP:

TELEPHONE NUMBER:

TOLL FREE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

DATE

SIGNATURE

NAME (PRINTED)

TITLE

VIRGINIA STATE CORPORATION COMMISSION ID NUMBER:

eVA ID NUMBER:

DUNS NUMBER:

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. PURPOSE

1.1. Purpose Statement

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation to replace legacy fiscal, nursery inventory management, and online store systems for the Virginia Department of Forestry (VDOF or the Department).

II. BACKGROUND

2.1. Agency Overview

The Virginia Department of Forestry protects 15.8 million acres of forest land from fire, insects and disease and manages 22 State Forest lands totaling 67,920 acres for timber, recreation, water, research, wildlife and biodiversity. Established in 1914 to prevent and suppress forest fires and reforest bare lands, the Department has grown and evolved to encompass other protection and management duties. Our mission is to protect and develop healthy, sustainable forest resources for Virginians.

2.2. Project Objectives

The Virginia Department of Forestry's key project objectives are to:

- Replace the Information Management System (IMS), the Nursery Inventory Management System (NIMS), and the current Online Store. The Virginia Department of Forestry prefers a single integrated solution.
- Obtain robust reporting capabilities. This may include static reports, user customized reports, and the ability to run user defined queries in the new system.
- Leverage vendor expertise and resources to support the ongoing operations and maintenance of the New Solution. The hardware, software, and database components of the solution must be hosted using either the Custom Infrastructure Services provided by the Virginia Information Technologies Agency (www.vita.virginia.gov/services/) OR by the Offeror OR by the Offeror's business partner.
- Obtain innovative price proposals that will meet the software, implementation, and hosting objectives documented within this RFP. These price proposals may include a remuneration plan that amortizes the software and implementation costs over the life of the contract rather than VDOF incurring those expenses as an upfront payment. This approach would avoid a large capital investment for software and implementation services and it would better align the benefit stream for the new system with a series of monthly payments.

2.3. Existing Systems

The Virginia Department of Forestry is seeking to replace three of its core information technology (IT) systems. These three systems include:

- **IMS** – a custom-built inventory management system developed on dBASE III and Clipper that VDOF uses to manage its financial processes;
- **NIMS** – a custom-built information management system developed using SQL Server 7, Java, and Crystal Report Writer that VDOF uses to manage its seedling inventory and sales; and
- **The Online Store** – a website that enables customers to order VDOF products over the Internet, including tree seedlings.

The current systems are not integrated and reporting capabilities are limited. The exchange of data between these systems is managed almost entirely through manual data entry by VDOF staff. The current IMS and NIMS systems are both based on technologies that are no longer supported. In addition, the VDOF's contract with the current Online Store vendor expires at the end of August 2013.

In addition to the systems that are the subjects of this RFP, the Virginia Department of Forestry's core IT systems include the Integrated Forest Information Resource System (IFRIS) and the Commonwealth Accounting and Reporting System (CARS). IFRIS is a forestry management system that was implemented in 2006 and is based on MS SQL Server, ESRI ArcGIS Server and ASP.NET architecture. CARS is the statewide Commonwealth of Virginia (COV) financial system.

The current state system diagram below provides an illustration of the current VDOF system architecture and related interfaces.

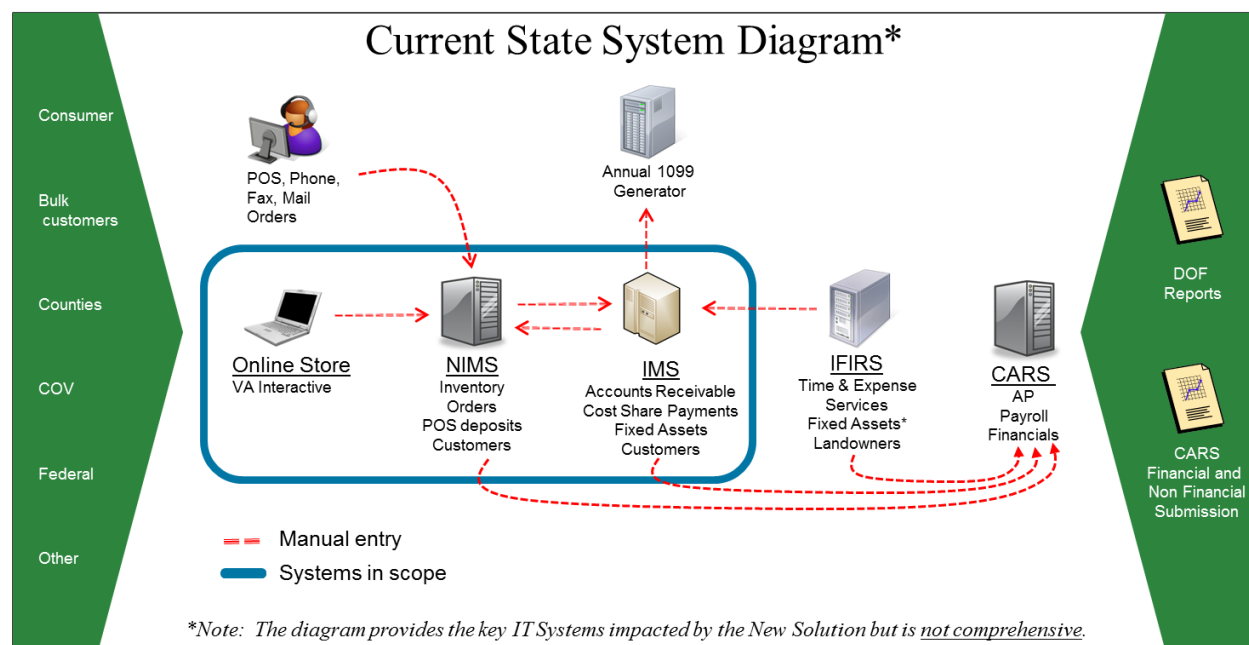


Diagram 1: Current State System Diagram

2.4. Key Business Functions Supported

The key business functions supported by IMS and NIMS systems and in the Online Store are conducting product and service sales to customers, maintaining the product inventory, invoicing and managing customer payments, and administering cost sharing programs.

The following table lists key business functions supported by IMS and NIMS systems and the Online Store. Additional details for the key business functions can be found in Attachment G – System Requirements Response Matrix.

Key Business Function		Description	
1.	Order Management	Process customer orders for products and services	Phase I
2.	Online Store	Web based sales channel where customer can browse and order	
3.	Product Management	Maintain individual product details	
4.	Inventory Management	Maintain product inventory	
5.	Customer Management	Maintain customer information	
6.	Order Fulfillment	Manage the distribution of products to customers	
7.	Accounts Receivable	Manage credit and collections. Credit customers are large customers (also referred to as 'Bulk Customers') ; deposits and cash receipts	Phase II
8.	Billing	Prepare customer invoices for products or services	
9.	Reporting	System reports	
10.	Cost Share ¹ / Contract Management	Maintain landowner customer contracts for cost sharing arrangements	
11.	Cost Share / Customer Management	Cost share specific customer information (also referred to as "Landowners")	
12.	Cost Share / Order Management	Cost share specific process to order goods and services	
13.	Cost Share / Fee Calculation	Calculate incentive payments to landowners (typically net of VDOF services or products provided)	
14.	Cost Share / Accounts Receivable	Cost share specific credit and collections	
15.	Cost Share / Reporting	Cost share specific system reports	

Table 1: Key Business Functions Supported

¹ The Virginia Department of Forestry administers Conservation Incentive Programs that allow Virginia landowners to receive a financial benefit for helping in conservation efforts. To administer the Conservation Incentive Programs, also called Cost Sharing Programs the agency distributes funds to landowners to help defray costs of forest management activities based on specific program requirements. By cost sharing with government agencies, landowners can undertake projects they could not afford to do on their own. The landowner must formally contract with VDOF to engage in the Cost Sharing Program and receives a net payment for their participation. The payments to landowners are net of any costs VDOF incurs to improve the land (such as clearing brush or planting seedlings) such that it fulfills the Cost Sharing Program. Additional information on the Cost Share Programs can be found on the VDOF website, <http://www.dof.virginia.gov/mgt/costshare/index.htm>.

The following table provides an approximate level of volume of transactions and data in the system.

Description		Count
1	Number of Online Store Orders (FY12)	1,200
2	Number of Non-Online Store Orders (FY12)	2,500
3	Number of Active Customers	5,000
4	Number of Active Credit Customers	25
5	Number of Active Product	150
6	Number of Active Cost Share Landowners	2,000
7	Number of Cost Share Payments (FY12)	2,000

Table: Key Transaction Volume and Data

III. STATEMENT OF NEEDS

3.1. Statement of Needs

The VDOF requires assistance in the implementation and ongoing hosting, support, and maintenance of a New Solution. The Offeror shall:

- Ensure the proposed solution meets VDOF needs as defined within Attachment G and the rest of this RFP;
- Implement the proposed solution, including configuring and customizing the solution, as needed, to integrate the solution with the existing VDOF hardware and software, and converting historic data from the legacy systems to the proposed solution;
- Lead VDOF through User Acceptance Testing (UAT) of the new solution including providing test baseline scripts for the key business functions supported and correcting errors found during testing;
- Develop end user training materials and conduct training sessions for all user groups;
- Provide software and database hosting using either the Custom Infrastructure Services provided by the Virginia Information Technologies Agency (www.vita.virginia.gov/services/) OR by the Offeror OR by the Offeror's business partner.
- Provide ongoing solution maintenance and support services to VDOF.

3.2. Design Approach

The Virginia Department of Forestry prefers one integrated solution that incorporates current NIMS, IMS, and Online Store functionality. However, VDOF will consider other proposed approaches that meet the requirements contained in this RFP document. Outlined in the diagrams below are some possible approaches identified by VDOF. Offerors are encouraged to build on, revise, or alter these approaches as desired in order to propose a solution that will best meet VDOF's needs. VDOF desires to have only one prime contractor for each proposal. However, Offerors are also encouraged to team in order to provide the best possible response. Additionally, Offerors should not feel constrained to use the approaches below in developing their proposed solutions.

- a. The first approach is to provide one integrated solution as shown in Diagram 2 below.

Approach 1



Diagram 2: Approach 1

- b. The second approach is to provide a core solution with the standard functions and a separate solution for cost share functions. Note that with this approach the systems still must be fully integrated as show in Diagram 3 below.

Approach 2



Diagram 3: Approach 2

3.3. Future State

The Diagram 4 below provides an illustration of the business architecture VDOF envisions.

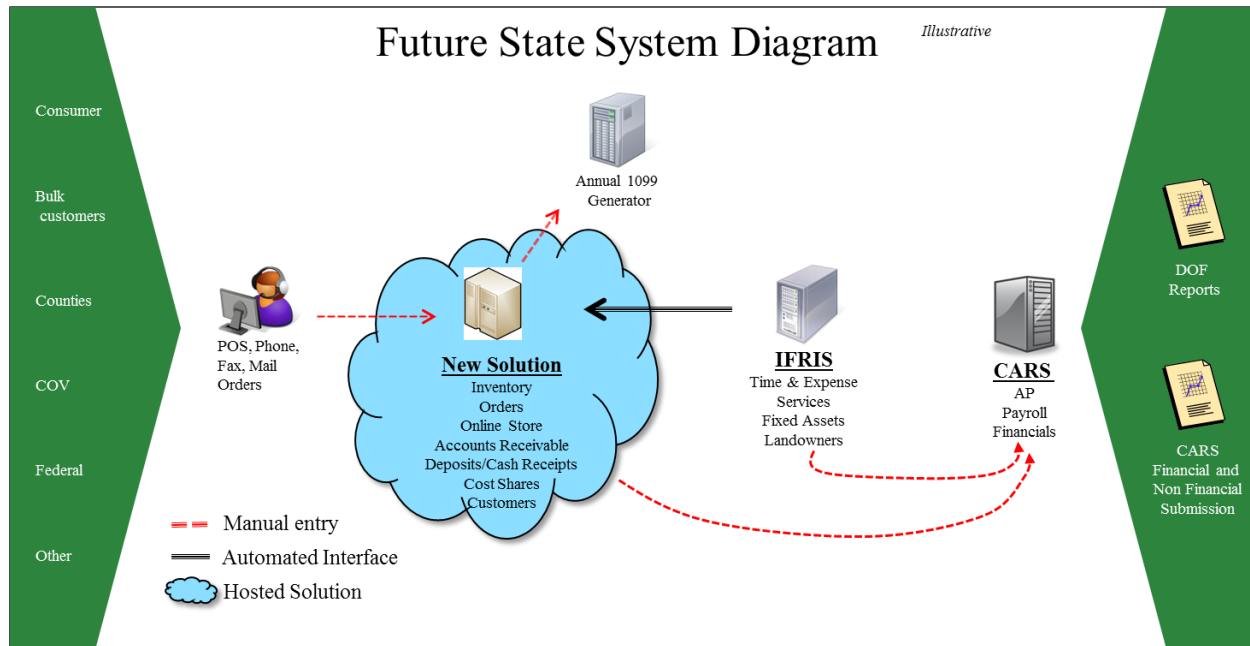


Diagram 4: Future State System Diagram

The project will establish the “Future State” in two phases:

- **Phase I** will include all modules for Order Management, Online Store, Product Management, Inventory Management, Customer Management, and Order Fulfillment - with Go-Live no later than September 30, 2013.
- **Phase II** will include the remaining Key Business Functions as defined in Section 2.4 with Go-Live no later than April 30, 2014, and a stabilization period ending June 30, 2014.

3.4. Data Needs and System Interfaces

In order to meet VDOF's requirements the new solution must integrate with the existing VDOF IT architecture as follows:

- **IFRIS** – Landowner information from IRFIS must be loaded into the proposed solution in batch for the processing of Cost Sharing data. In Fiscal Year 2012, there were approximately 2,500 Cost Share Payments.
- **CARS** – The proposed solution must have the ability to exchange financial transactions with the current COV financial reporting system. The exchange of financial transactions with CARS will be manual.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

4.1. Definitions and Acronyms

The following definitions and acronyms are provided to aid Offerors in accurately understanding this RFP document and in preparing their responses.

VDOF reserves the right to interpret, at its sole discretion, definitions and acronyms listed herein and all words, terms, conditions, and phrases not contained in this section but incorporated in this Request for Proposals document, including all appendices and attachments.

4.1.1. Definitions

The table below defines the meaning for the words, terms, conditions, phrases contained in the RFP:

Term	Definition
Agency	All Executive Branch State Agencies and institutions of higher education that manage, develop, purchase and use IT resources in the Commonwealth of Virginia (COV). For the purposes of this RFP, Agency shall refer to the Virginia Department of Forestry (VDOF).
Authorized Representative	Any person, director, officer employee, official, lender (or any agent or trustee acting on its behalf), partner, member, owner, agent, lawyer, accountant, auditor, professional advisor, consultant, engineer, Contractor or other individual or entity that is: at law responsible for such Person, may be reasonably construed as a representative of such Person, or has been designated by such Person as its representative.
Availability	The period during which time the system (or service) must be available for use by VDOF's user community. All of the systems referenced in the requirement statement refer to online availability – the ability to inquire, update and otherwise access the data contained in the systems by a person or device. Availability will be measured as the total time required, as defined below, minus the time when the system was not available due to applications requirements and applications errors. The only downtime attributed to the application (and therefore this measurement) will be that caused by an application software malfunction (improper result returned, based on documentation). System availability will be tracked over time through the use of VDOF's problem tracking system. During testing, any outages will be tracked and logged manually.
Business Day	Any day on which VDOF is officially open for business.
Contingency	An unanticipated event that causes a disruption of normal business.
Contractor	The Offeror awarded a contract to provide goods or services, inclusive of its personnel and subcontractors.
Contract Manager	The individual responsible for ensuring that both VDOF and the Contractor fulfill their responsibilities and obligations as contractually agreed. The Contract Manager is appointed by VDOF.

Term	Definition
Canned Report	This refers to pre-defined reports with static elements and a fixed structure.
Data	Data consists of a series of facts or statements that may have been collected, stored, processed and/or manipulated but have not been organized or placed into context. When data is organized, it becomes information. Information can be processed and used to draw generalized conclusions or knowledge.
Data Owner	An agency manager responsible for the policy and practice decisions regarding data. For business data, the individual may be called a business owner of the data.
Default	<p>The occurrence of any one or more of the following events or conditions:</p> <ul style="list-style-type: none"> a) The Contractor discontinues the performance of any work on the Project for any period of time and fails to resume discontinued work; b) The Contractor fails to comply with any governmental approvals or applicable law in any material respect; c) The Contractor fails in any material respect to make a required payment to VDOF under the Contract when due; d) Any representation or warranty made by the Contractor in the Contract (or other document delivered to VDOF pursuant to the Contract) is false in any material respect or misleading or inaccurate in any material respect when made or omits material information when made; e) An Insolvency Event occurs with the respect to the Contractor; f) Any Persistent Breach; g) The Contractor fails to comply with or resolve the deficiencies giving rise to an Improvement Plan; h) The Contractor fails to accurately record or document its performance in accordance with the terms of the Contract; <p>The Contractor fails otherwise to comply materially with the terms or conditions of or its obligations under the Contract.</p>
Effective Date	The date of execution of the contract for the project.
Improvement Plan	The plan to remedy low performance and to ensure that the deficiencies in any requirement of the Contract are addressed in a timely manner. The Improvement Plan shall be specific to the deficiencies identified.

Term	Definition
Insolvency Event	<p>In respect of any Person:</p> <ul style="list-style-type: none"> a) Any involuntary bankruptcy, insolvency, liquidation, company reorganization, restructuring, controlled management, suspension of payments, scheme of arrangement, appointment of provisional liquidator, receiver or administrative receiver, notification, resolution, or petition for winding up or similar proceeding, under any Applicable Law, in any jurisdiction, except to the extent that the same has been dismissed within sixty (60) days; or b) Any voluntary bankruptcy, insolvency, liquidation, company reorganization, restructuring, controlled management, suspension of payments, scheme of arrangement, appointment of provisional liquidator, receiver or administrative receiver, notification, resolution, or petition for winding up or similar proceeding, under any Applicable Law, in any jurisdiction; or <p>Any inability on the part of that Person to pay its debts as they fall due.</p>
May	Term used in this RFP to identify requirements that are desired in the proposal, but their absence will not have a major impact on the suitability of an Offeror's proposal.
Must	Term used in this RFP to identify requirements that are expected to be fulfilled in the proposals and their absence will have a major negative impact on the suitability of an Offeror's proposal. Mandatory requirements that are imposed by law cannot be waived or negotiated.
Offeror	Firm or individual submitting a proposal in response to this solicitation.
Persistent Breach	With respect to any service required by Contract, the Contractor's failure to provide such service.
Person	Any individual (including the heirs, beneficiaries, executors, legal representatives or administrators thereof), corporation, partnership, joint venture, trust, limited liability company, limited partnership, joint stock company, unincorporated association or other entity or a Governmental Authority.
Personally Identifiable Information (PII)	Information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual.
Project	Comprises the meaning as set forth in this Request for Proposals document, inclusive of all associated tasks and activities.
Risk or Risk Event	An uncertain event or condition that, if it occurs, has a positive or a negative effect on a project objective or a measure of the probability and consequence of not achieving a defined project goal or objective. An event with a negative effect or outcome is a hazard or a threat and an event with a positive effect or outcome is an opportunity.
Risk Assessment	The formal process of identifying risk events, of evaluating their consequences and probability of occurrence, and of preparing strategies as appropriate for preventative and contingent actions.

Term	Definition
Sensitive Data	Any data of which the compromise with respect to confidentiality, integrity and/or availability could adversely affect COV interest, the conduct of agency programs, or the privacy to which individuals are entitled.
Sensitive IT System	COV IT systems that store, process, or transmit sensitive data.
Sensitive Security Information (SSI)	The designation used to identify information related to critical infrastructure that is not appropriate for public release without a need-to-know.
Services	All services required in the performance of the Contract.
Service Level Credit	The amount that VDOF shall have the option to recover, in lieu of any other monetary remedies VDOF may have, each time Contractor fails to meet the Service Level standards for any reason other than those specified herein.
Shall	Term used in this RFP to identify requirements that are expected to be fulfilled in the proposals and their absence will have a major negative impact on the suitability of an Offeror's proposal. Mandatory requirements that are imposed by law cannot be waived or negotiated.
Should	Term used in this RFP to identify requirements that are desired in the proposal, but their absence will not have a major impact on the suitability of an Offeror's proposal.
Subcontractor	An entity that has a contract to supply labor or materials to the Contractor to whom the contract was awarded, or to any subcontractor in the performance of the work provided for in such contract.
Supplier	The entity that has a direct contract with the agency. See also Contractor.
System Owner	An agency manager responsible for the operation and maintenance of an agency IT system.
Will	Term used in this RFP to identify requirements that are expected to be fulfilled in the proposals and their absence will have a major negative impact on the suitability of an Offeror's proposal. Mandatory requirements that are imposed by law cannot be waived or negotiated.
Work Product	Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product" discovered, created or developed by Supplier, or jointly by Supplier and VDOF in the performance of this Contract. Work Product shall not include configuration of software.)
Clarification of Roles – The following statements apply to this Request for Proposals document in its entirety, inclusive of all attachments and appendices: <ul style="list-style-type: none"> a) Each firm submitting a response to this RFP is referred to as an Offeror. b) The Offeror awarded the contract to supply goods or services is referred to as a Contractor. c) The term Contract Manager refers to the individual appointed by VDOF to provide oversight of VDOF and Contractor contractual obligations. 	

Table 2: RFP Definitions

4.1.2. Acronyms

The table below defines the meaning for the acronyms contained in the RFP:

Acronym	Description
ANSI	American National Standards Institute
COV	Commonwealth of Virginia
DBME	Department of Minority Business Enterprises
DOF	Virginia Department of Forestry
DRP	Disaster Recovery Plan
ETL	Extract, Transform and Load
FAQ	Frequently Asked Questions
FEIN	Federal Employer Identification Number
FIN	Financial Identification Number
FOIA	Freedom of Information Act
FTP	File Transfer Protocol
GIS	Geographic Information System
GPS	Global Positioning System
HTTPS	Hypertext Transport Protocol Secure
ID	Incident Detection
IEEE	Institute of Electrical and Electronics Engineers
IFRIS	Integrated Forest Information Resource System
IMS	Information Management System
IP	Internet Protocol
IT	Information Technology
LOE	Level of Effort
LOS	Level of Service
LRS	Linear Reference System
NIMS	New Information Management System
NIST	National Institute of Standards and Technology
NTP	Notice to Proceed
OS	Operating System
PCI	Payment Card Industry
PII	Personally Identifiable Information
PM	Preventative Maintenance
PMP	Project Management Plan
POP	Period of Performance
QA/QC	Quality Assurance/Quality Control
RBAC	Role-Based Access Control
RFP	Request for Proposal
RPO	Recovery Point Objective
RT	Reforestation of Timberland
RTO	Recovery Time Objective
SaaS	Software as a Service
SIRS	Service Information Resources System
SSN	Social Security Number
SOA	Service Oriented Architecture

Acronym	Description
SQL	Structured Query Language
SRS	Software Requirement Specifications
SWAM	Small, Women and Minority Owned Business
TBD	To Be Determined
TCP/IP	Transmission Control Protocol/Internet Protocol
UAT	User Acceptance Testing
UPS	United Parcel Service
VDOF	Virginia Department of Forestry
VITA	Virginia Information Technologies Agency
VPPA	Virginia Public Procurement Act, Section 2.2-4300 <i>et seq</i> of the Code of Virginia
VRRP	Virtual Router Redundancy Protocol
W3C	World Wide Web Consortium
WAI	Web Accessibility Initiative
WP	Work Plan

Table 3: Acronyms

4.2. Schedule

The Calendar of Events table below provides the list of key dates and times by which the actions must be taken or completed.

List of Events		Date and Time	Location
1	RFP Release Date	February 14, 2013	The RFP will be released on: - eVA - www.dof.virginia.gov
2	Written Questions Due from Offerors	February 21, 2013	Email to: Amy Ricotta Procurement Officer Amy.Ricotta@dof.virginia.gov
3	Optional Pre-Proposal Conference	February 28, 2013	In person at: VA Department of Forestry 434.977.6555 Board Room 900 Natural Resources Drive, Suite 800 Charlottesville, VA 22903 Or: Phone Conference Call
4	Written Responses Due from VDOF	March 7, 2013	Posted on eVA
5	Written Proposals Due	March 21, 2013	See General Instructions
6	Oral Presentations and or Demonstrations	Week of April 3, 2013	VDOF Charlottesville, VA
7	Negotiations Begin	Week of April 10, 2013	TBD
8	Notice of Intent to Award	April 25, 2013	Email to Offerors
9	Contract Award	May 6, 2013	Email to Offerors
10	Project Start Date (estimated) **	May 13, 2013	TBD

Table 4: Schedule of Events

If the VDOF finds it necessary to change any of these dates/times, these changes will be made by means of an addendum to the RFP. All listed times are North American Eastern time zone, local in Virginia.

**** Anticipated Project Start Date** is estimated for the purpose of developing standard schedules across Offerors' responses. The contract will start at an agreed upon date, after it is approved and signed by VDOF and the selected Offeror.

Addenda or clarifications to this RFP along with an Addendum Acknowledgement Form will be posted on the eVA website. The Addendum Acknowledgement Form that is issued with each posting shall be signed by an individual authorized to bind the Offeror, dated, and returned with the response. It is the Offeror's responsibility to monitor the eVA site for any RFP updates.

4.3. RFP Review Process

The table below lists the four sequential phases for the RFP process:

RFP Phase		Description
1	Response Preparation Phase	Offerors will prepare and submit a response to the VDOF Procurement Officer based on the requirements identified in this RFP and any addenda to the RFP.
2	Evaluation Phase	The VDOF Procurement Officer will perform a review of administrative requirements. A Selection Committee will evaluate and score the acceptable replies according to the evaluation criteria contained in the RFP, and VDOF will then select two or more Offerors to advance to the Pre-Negotiation Phase.
3	Pre-Negotiation Phase	Demonstrations and preliminary negotiations will be conducted according to the methodology documented in this RFP. The selection of an Offeror to present a demonstration and the order of demonstrations do not create a presumption of preference in the demonstration and pre-negotiation process.
4	Negotiation Phase	Negotiations will be conducted according to the negotiation methodology documented in this RFP. It is anticipated that at the end of the negotiations process, a vendor will be selected and awarded the contract.

Table 5: RFP Process Table

4.4. Offeror Questions

Any questions from Offerors concerning this RFP shall be submitted in writing by mail or email by the date and time specified in Schedule Section above to:

- Questions about the proposal process should be directed to:
 - Amy Ricotta

Respondents are encouraged to submit questions prior to the optional Pre-Proposal Conference and may submit multiple groups of questions. All Addenda to the solicitation will be posted on Virginia's

online, electronic procurement system eVA (<http://www.eva.virginia.gov> under “Solicitations and Awards”). It is the Offeror’s responsibility to periodically check eVA for addenda.

The VDOF bears no responsibility for any delays or resulting impacts associated with an Offeror’s failure to obtain any information made available through the eVA site.

4.5. Required Response Format

The VDOF has established certain mandatory requirements that must be included as part of any response. The use of the terms “shall”, “must” or “will” indicates a MANDATORY requirement or condition. The use of the terms “may” or “should” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors’ proposal.

The Offeror shall submit its response in the format prescribed and within the time frame specified in Section 4.2 – *Calendar of Events*. The prescribed format and instructions for this solicitation have been designed to help ensure that all responses are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. ANY AND ALL INFORMATION SUBMITTED IN ADDITION TO THESE INSTRUCTIONS WILL NOT BE REVIEWED OR EVALUATED.

The response shall consist of two independent parts, a Technical Response and a Cost Proposal, which are specified in Section 4.7 – *Technical Response Details* and Section 4.7.10 – *Cost Proposal Details*.

General guidance for the preparation of responses is as follows:

- A. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. It is not necessary to prepare a response using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids. The response shall be prepared in accordance with the instructions herein.
- B. It is understood and the Offeror hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this solicitation.
- C. Each section of the response has a specific page limit. Any and all information submitted beyond these pages limits will not be reviewed or evaluated.
- D. Offerors are encouraged to submit a technical response package utilizing 8.5” x 11” paper.
- E. Submitted documents should be prepared using Arial, Times New Roman, or Calibri fonts.

- F. All pages of the proposal should be numbered.
- G. Text should be a minimum of 10-point font. Text contained in Figures and Tables should also be a minimum of 10-point font.
- H. The Offeror shall respond using diagrams and narrative descriptions to the extent possible and avoid complex technical language in order to support the response review process. Information the Offeror considers relevant, but inapplicable to any of the required sections below, must be provided as an appendix to the technical response.
- I. If an Offeror attaches a publication or other document in order to provide required information, a clear and specific reference to the document and the relevant page(s) must be given in the appropriate section of the technical response. If the document is not specifically referenced in the response, it will not be considered.
- J. Information that is proprietary or confidential, which, if released, would harm the Offeror's ability to compete in the marketplace can be deleted in and a "Redacted" version of the response can be submitted.

The redacted version of an Offeror's response to this RFP must have all information deleted that the submitting Offeror believes qualifies as a trade secret or is proprietary in nature and should not be publicly disclosed. Offerors must clearly indicate which portions of their RFP responses have been redacted. For example: *Page 26, Section 3, Paragraph B: "Redacted"*. The redacted version of an Offeror's response to this RFP must be carefully edited, altered, and/or refined by the Offeror in order to protect and maintain confidentiality of protected information. VDOF will not accept responsibility for the public disclosure of proprietary information that is the result of incomplete or improper redaction by the Offeror. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

If the Offeror fails to submit a Redacted Copy with its response, the VDOF is authorized to produce the entire document(s), data or records submitted by the Offeror in answer to a public records request.

The Offeror shall protect, defend, and indemnify, save and hold harmless, the VDOF from any and all claims, demands, liabilities and suits of any nature arising out, or because of, or due to failure of the VDOF to release information redacted by the responder, and to further indemnify the VDOF for any other loss the VDOF incurs due to any claim being made against the VDOF regarding portions of its Redacted Copy being confidential, proprietary, trade secret or otherwise not subject to disclosure.

An officer or an employee authorized to bind the Offeror to its provisions and to the provisions of any contract resulting from this Request for Proposals must sign the response. If a contract is entered into between the VDOF and an Offeror, the content of the Offeror's response and this Request for Proposals shall be incorporated into the contract and become contractual obligations of the Offeror.

4.6. Technical Response Overview

Using the Statement of Needs in Section III, Offerors shall prepare their technical response package in the order outlined below, with tabbed sections for ease of identification and review.

The Offeror's technical response shall be packaged separately from their cost response. Failure by the Offeror to submit the Cost Proposal separately shall result in the response being deemed non-responsive, and therefore, the response will be rejected.

The technical response shall consist of the sections/tabs in the table below:

Technical Response Item	Description	Page Limit
COVER SHEET	RFP Acknowledgement Form	Not applicable
TAB 1	RFP Response Cross-Reference Table	Not applicable
TAB 2	Table of Contents	Not applicable
TAB 3	Executive Summary	2 pages
TAB 4	Project Approach and Methodology <ul style="list-style-type: none"> • Project Approach • Project Management • Project Schedule • Project Management Plans 	15 pages
TAB 5	Proposed Solution <ul style="list-style-type: none"> • Solution Overview • System Development • Technical Description • Hosting Solution (s) • Warranty, Maintenance and Operations 	30 pages
TAB 6	Company Profile and Experience <ul style="list-style-type: none"> • Offeror's History and Experience • Company Profile • Dun & Bradstreet – Supplier Qualifier Report • Offeror Financial Information 	10 pages
TAB 7	Proposed Team and Personnel <ul style="list-style-type: none"> • Proposed Team to Deliver Work • Resumes and Experience 	10 pages; Plus 2 pages per resume
TAB 8	Attachments and Appendices	Not applicable
TAB 9	Project Implementation Requirements	30 pages

Table 6: Technical Response Requirements

4.7. Technical Response Details

4.7.1. Coversheet

The RFP Acknowledgement Form (original copy provided as page 1 of this RFP) shall be completed as instructed. Offerors are required to complete, sign, and return the RFP Acknowledgement Form with their response submittal. This form must be completed and signed by a representative who is authorized to contractually bind the Offeror.

If an Offeror fails to submit a completed RFP Acknowledgement Form with their response, the VDOF reserves the right to contact the Offeror by telephone for submission of this document via fax with follow-up via mail. This right may be exercised when the response has substantively met all other requirements of the solicitation.

Using the Statement of Needs in Section III, Offerors shall prepare their technical response

4.7.2. Tab 1: RFP Response Cross-Reference Table

The response shall include a cross-reference table mapping Offeror's response to the RFP requirements in Section 4.7 – *Technical Response Details*, of this RFP. The cross-reference for each section shall be a matrix formatted as follows:

1. RFP Page(s) – The RFP page number where the requirement is found.
2. RFP Section – The RFP Section number where the requirement is found.
3. RFP Subject – The subject/topic of the RFP requirement.
4. Response Section Title – The title of the section where the Offeror has responded to the requirement.
5. Response Page(s) – The page number in the Offeror's response where the requirement response is found.

The following table is a template for the RFP Response Cross-Reference Table:

Request for Proposal Requirements			"Offeror Name" Response	
Page(s)	Section	Subject	Section Title	Page(s)
I	Title Page	Title Page	Title Page	#
13	2.8.2 – Tab 1	Tab 1	Tab 1	#
#	-	-	-	#
#	-	-	-	#
#	-	-	-	#
14	2.8.2 – Tab 4	Tab 4	Tab 4	#

Table 7: RFP Response Cross-Reference Table

4.7.3. Tab 2: Table of Contents

The Offeror's response shall have a Table of Contents referencing the response contents by section to the appropriate pages.

4.7.4. Tab 3: Executive Summary

The response shall have a brief Executive Summary demonstrating an understanding of the project, the problem presented, and the needs specified in this RFP.

4.7.5. Tab 4: Project Approach and Methodology

The Offeror shall demonstrate its understanding of the VDOF's business needs, processes, and objectives as detailed in this RFP, its attachments and referenced supporting documentation. The Offeror shall, at a minimum, describe the proposed approach for accomplishing the tasks described in Section III – STATEMENT OF NEED of this RFP.

The Offeror shall include the following sub-sections within Tab 4:

1. Approach – Describe the overall approach for accomplishing the tasks described in Section III – STATEMENT OF NEED.
2. Project Management – Describe the proposed project management approach and methodology for managing the Implementation of the New Solution project. Identify any industry standards incorporated into the project management approach.
3. Project Schedule – Provide a high-level schedule showing major tasks required to deliver the proposed New Solution. Describe the standard used, if any, for defining the software development and maintenance tasks (e.g., ISO 12207). [Note: Within 30 days after contract award, the selected firm will be required to submit a fully defined, resource loaded and leveled project schedule with all the tasks and associated effort to deliver for Phase 1. A similarly detailed schedule will be required before the beginning of Phase II]
4. Project Management Plans – Describe the proposed approach and methodology for project planning including project execution, monitoring, controlling, and closing that will guide the decision making that occurs throughout the project.

4.7.6. Tab 5: Proposed Solution

The Offeror shall, at a minimum, address the following:

1. Solution Overview: Provide a detailed overview of the proposed solution. In order to facilitate the evaluation of the responses, responses shall be organized to align with the key business and technology functions listed below (refer also to Section III – STATEMENT OF NEED).
2. System Development: Describe the Offeror's System Development Lifecycle approach.
 - a. Describe the proposed requirements validation approach and methodology for this project.
 - b. Describe the proposed functional design approach and methodology for this project.
 - c. Describe the proposed technical design approach and methodology for this project.
 - d. Describe the proposed data conversion approach and methodology for this project. The data conversion assumptions are to be used by the Offeror in order to properly size and estimate the data conversion effort that will be needed. These are high level

requirements that are not intended to provide an exclusive list of all data that will be converted. The complete list will depend on the solution selected and the application and database architecture and design.

- e. Describe the proposed interface design and implementation approach and methodology for this project.
 - f. Describe the proposed code and unit test approach and methodology for this project.
 - g. Describe the proposed system integration testing approach and methodology for this project.
 - h. Describe the proposed user acceptance testing approach and methodology for this project.
 - i. Describe the proposed production pilot approach and methodology for this project.
 - j. Describe the proposed end user training approach and methodology for this project.
3. Provide a list and description of all deliverables associated with the proposed project.
 4. Provide a proposed set of service level agreements, in addition to those contained in Attachment G – *System Requirements Response Matrix*.

The use of resources, facilities, systems, applications, and tools outside of the United States is prohibited and shall not be proposed.

5. Technical Description

- a. Provide a description of the General System Architecture of the proposed solution. Describe the benefits of this System Architecture and how it supports the objectives of the proposed VDOF solution.
Provide a detailed description of the Technical Architecture for the proposed solution. Describe the benefits of this Technical Architecture and how it supports the objectives of the proposed VDOF solution. If the solution is hosted, the VDOF Information Security Officer (ISO) will review the Offeror’s proposed architecture and confirm that any sensitive data is handled in compliance with the COV Security Policy and Standards. The ISO will consult VITA in this review.
- b. Describe how the solution complies with all current COV Enterprise Technical Architecture Standard (ETA 225-08) as defined at http://www.vita.virginia.gov/uploadedFiles/VITA_Main_Public/Library/PSGs/EA_Standard.pdf
- c. Describe any non-compliance with of current COV Enterprise Technical Architecture Standard for the proposed solution, including details that specify the Standard/Policy and how the proposed solution does not comply.
- d. From a technical perspective, describe how the proposed solution will satisfy the functional requirements of the proposed VDOF solution as specified in Attachment G – *System Requirements Response Matrix*.

- e. From a technical perspective, describe how the proposed solution will satisfy the technical requirements of the proposed VDOF solution as specified in Attachment G – *System Requirements Response Matrix*.
- f. Offerors will be required to conduct an annual Statement on Standards for Attestation Engagements (SSAE-16) review and provide the results to the VDOF Director of Information Systems. Describe how the Offeror will meet the requirements of the Standard. If available, the Offeror shall provide a copy of their most recent SSAE-16 Report.
- g. Describe if and how the proposed applications will run in a virtualized environment (virtual servers).
- h. Describe how the solution is protected against viruses, malicious software and other online threats.
- i. Describe the plan for the storage of confidential data, which shall include the description of procedures to monitor and identify security breaches.
- j. Describe the approach to controlling access to individual records through role-based access control (RBAC).
- k. Describe the reliability, availability, and disaster recovery capabilities of the proposed solution.
- l. Describe how the solution complies with all current COV ITRM Policies and Standards, as applicable, found at: <http://www.vita.virginia.gov/library/default.aspx?id=537> .
- m. Describe any components of current COV ITRM Policies and Standards to which the proposed solution does not comply, including details that specify the Standard/Policy and how the proposed solution does not comply.
- n. Describe how proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at <http://www.vita.virginia.gov/oversight/default.aspx?id=10344> .
- o. Describe the mechanism for uploading data to the New Solution and how data integrity is enforced.
- p. If mobile device access is included in the proposed solution, what operating systems and versions are supported?
- q. Describe how system access is controlled through end-user authentication. How will the authentication credentials be protected in transit?
- r. Describe the formats and limitations for exporting data from the New Solution.
- s. If proposing Commercial Off-the-Shelf (COTS) products within the proposed solution, describe the proposed approach and strategy of handling necessary configurations to the COTS products to support the requirements without compromising the architecture or maintenance of the products. It is VDOF's preference that, to the extent possible, Offeror's proposed solutions be based on COTS products. Offerors proposing solutions based on non-COTS products shall indicate which COTS products were considered, if any, and why the non-COTS products are considered more suitable for the proposed VDOF solution.

- t. Describe the interface strategy for the proposed solution. Refer to Section 3.4 – *Data Needs and System Interfaces*.
- u. Provide a detailed list of the hardware required for the proposed VDOF solution to function as intended. The response, at a minimum, must include descriptions and configurations for the following (if proposed):
- Servers
 - Workstations
 - Storage
 - Other Required Hardware for the proposed VDOF Solution
 - Printers and Peripheral Equipment
 - Network
 - Uninterruptable Power Supply
- v. Provide a detailed list of the software required for the proposed VDOF solution. If the software listed is COTS or Proprietary, the item must be identified as such. The response, at a minimum, must include descriptions for the following (if proposed):
- Proposed Application Software
 - Network Software
 - Network Management Software
 - Data Management Software
 - Operating System Software (for both Servers and Workstations)
 - Version Control Software
 - System Software Tools
 - Development Tools
 - Security and Controls Software
 - Business Rule Management Software
 - Other Required Software for the Proposed Solution
 - Desktop or mobile software that is required as part of the solution.
- w. If support of mobile devices is included as part of the solution, what operating systems and versions are supported?
- x. Provide recommended specifications for VDOF workstations that will ensure adequate performance of Offeror's proposed solution. The response must provide, at a minimum, recommended specifications for the following workstation components:
- Central Processing Unit (CPU)
 - Random Access Memory (RAM)
 - Operating System
 - Video Card
 - Hard Drive
 - Monitor(s)
 - Other recommended components
6. Warranty, Maintenance, and Operations
- a. Describe the proposed approach for providing warranty, maintenance and operations services in support of the VDOF solution.
- b. Describe the skill sets, training, and technologies needed by VDOF to assume responsibility for the day-to-day use of the proposed VDOF solution.

- c. Describe the proposed approach to handling version upgrades during implementation to ensure the most recently available version(s) of software, operating systems, and database management systems are used at the time of system deployment.
- d. Describe the proposed approach to providing on-going upgrades through the life of the contract.
- e. Describe how the Offeror shall provide maintenance and on-going technical assistance for the hosted solution.
- f. Describe the standard principles used to administer the software.
- g. Detail the proposed levels of support including.
 - the times and days the vendor can provide
 - On-site support
 - Telephone
 - Application fix resolution times
 - Minimum
 - Average

4.7.7. Tab 6: Company Profile and Experience

- A. Offeror's History and Experience: The Offeror must describe its experience in implementing similar fiscal, nursery inventory management, and online store systems as specifically contemplated in this RFP. Also, describe any other similar or related work experience. Experience shown should be work done by the individuals who will be assigned to this project as well as the overall experience of the company. State whether the Offeror was the prime contractor or a sub-contractor and whether Offeror worked in cooperation with a sub-contractor. Where applicable, clearly note project experience which includes individuals who will be assigned to this project and their roles on past projects. Provide a detailed description of any work to be sub-contracted with information describing the qualifications and relevant experience of any proposed sub-contractors.

In determining Offeror responsibility, the VDOF may consider any information or evidence which comes to its attention and which reflects upon an Offeror's capability to fully perform the contract requirements and/or the Offeror's demonstration of the level of integrity and reliability which the VDOF determines is required to assure performance of the Contract.

- B. Company Profile: The response must provide information to indicate that the Offeror has the experience to provide the products and services requested in this RFP and its attachments.

Provide the requested information below which will demonstrate the Offeror's and Sub-Contractor(s)'s ability to complete this project. The Offeror's, and any proposed sub-contractor(s), information shall be shown separately.

Specifically, the Respondent and its sub-contractor(s) must provide:

- a. Full, legal name.

- b. Federal Employer Identification Number.
- c. Proof of legal entity and authorization to do business with the Commonwealth of Virginia.
- d. Country and state of incorporation.
- e. Principal place of business.
- f. Description of the Offeror's organization, including number of years in business, subsidiaries, parent corporations, and number of employees.
- g. Brief description of the Offeror's principal type of business and history and what uniquely qualifies it for this work.
- h. State whether the Offeror has filed for bankruptcy protection in the past five years or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing. If so provide Court and case numbers.
- i. Offeror shall identify any actual or perceived conflicts of interest of Offeror or any subcontractor of Offeror with regard to the Project as defined by the State and Local Conflict of Interests Act (2.2-3100 et seq.) and the Ethics in Public Contracting provisions of the VPPA (2.2-4367 et seq.). Offeror shall describe in detail the plan to eliminate or mitigate any identified conflicts of interest. Offeror must address both personal and organizational conflicts.

The following specifically apply to the prime Offeror and should be addressed as such:

- a. Provide the names and addresses of all affiliated or related companies, partnerships or associations (including sub-contractor, if any) and a brief description of their relationship to the Offeror.
 - b. If proposing to use any sub-contractors for the project, Offerors shall describe in detail their experience as a prime Contractor in dealing with sub-contractors and how they plan to manage and coordinate any proposed sub-contractors;
 - c. If proposing to use any sub-contractors for the project, Offerors shall describe in detail their previous project experience with each sub-contractor. If this would be the first joint-venture with the proposed sub-contractor, explain why each was selected for this project.
 - d. Provide detailed descriptions of any and all contracts or agreements that have already been entered into with a sub-contractor to provide goods or services under any contract related to this RFP (provide copies of the contract(s) or agreement(s) with the sub-contractor, signed by an officer representing each party).
- C. Financial Statements: The Agency will assign evaluation points on the Offeror's financial viability to perform the services outlined in this RFP. The Offeror shall provide audited financial statements from the last two years. If unavailable, please submit annual operating statements for the last three years. Please provide sufficient information to determine your firm's financial stability and solvency.

4.7.8. Tab 7: Proposed Team and Personnel

Resumes and Experience: The Offeror's response must provide information demonstrating the Offeror has the personnel with the experience to provide the products and services requested in this RFP and its

attachments. A concise, but thorough, description of relevant experience for each individual of the proposed project team is desired. If the Offeror is proposing sub-contractors, then the Offeror's and the proposed sub-contractor(s), information shall be provided separately.

Specifically, the Offeror and its sub-contractor(s) must provide:

- A. A project organization chart including all the project team members and their role titles within the project.
- B. A chart depicting staffing levels over the duration of the project.
- C. A table with the following columns, listing for each of the proposed project team members:
 - a. Name – Team member name and role title;
 - b. Role – Team member role description and responsibilities;
 - c. Duration – Expected timeframe for team member's role on this project;
 - d. Location – Physical location(s) where team member will perform their work for this project;
 - e. Experience – Evidence of team member's previous experience with similar tasks on a large scale project; and
 - f. Tenure – How long the team member has been with the company, or if they are contract staff.
- D. Resumes of the personnel assigned to work on this project describing their work experience, education, and training as it relates to the requirements of this RFP.
 - a. The Offeror's Project Manager must be a full-time employee of the Offeror's (Prime Contractor's) company, which must be demonstrated on the Project Manager's resume.
 - b. Certification is advantageous.

Each Offeror should use its own resume template for all team members proposed for this project. Resumes shall be limited to two (2) pages per individual. For all resumes submitted for this project, please:

- a. Describe (1) education, (2) professional certifications, (3) professional and business affiliations, (4) previous work experience (in general) and (5) work experience specifically related to this project.
- b. Clearly note the name of the current employer for all team members who are sub-contractors.

The Agency reserves the right to request references for each proposed member of the project team including sub-contractors.

The Offeror shall warrant that all personnel including sub-contractor(s) personnel assigned to this project will submit to a fingerprint-based criminal history records check, in accordance with Virginia Department of Forestry requirements.

The Offeror and sub-contractor(s) must confirm that personnel assigned to work on this project are free from any conflict of interest with the Agency prior to assignment to this project. Prior to starting work on the project, all assigned personnel must pass a background investigation and complete and sign a Non-Disclosure form (to be provided by the Agency at the time of contract signing) and submit to the VDOF Contract Manager.

Offeror shall identify any actual or perceived conflict of interest of Offeror or any subcontractor of Offeror with regard to the Project as defined by the State and Local Conflict of Interests Act (2.2-3100 et seq.) and the Ethics in Public Contracting provisions of the VPPA (2.2-4367 et seq.)

4.7.9. Tab 8: Attachments and Appendices

The required response forms furnished in this solicitation must be used when submitting a response. Forms are to be filled out electronically or in ink, and are to be signed by an authorized signatory and dated. Original signatures are required in the original response only. Copies of signature pages are valid for the response copy versions.

- A. RFP Attachments: Responses to this RFP must include the following Attachments, where applicable. Please state in your response if an Attachment is not applicable and provide an explanation.
- a. Attachment A – Offeror Data Sheet: The Offeror shall complete and return Attachment A – Offeror Data Sheet.
 - b. Attachment B – Small Business Subcontracting Plan: If the Offeror plans to utilize Department of Minority Business Enterprise (DMBE) subcontractors, the Offeror shall complete and return Attachment B – Small Business Subcontracting Plan.
 - c. Attachment C – Virginia State Corporation Commission: It is mandatory that the Offeror complete and return Attachment C – Virginia State Corporation Commission pursuant to Title 13.1 or Title 50
 - d. Attachment D – Certification of Binding Agreement: It is mandatory that the Offeror complete and return Attachment D – Certification of Binding Agreement Form (C-112) for each certified DBE firm that Offeror has a subcontracting agreement to provide services as part of this proposal.
 - e. Attachment E – Non-Disclosure Statement: The Offeror shall complete and return Attachment E – Non-Disclosure Statement Form and identify relationship(s) between the Offeror and any parties involved in the selection process.
 - f. Attachment F – Standard Contract: Provides an example of the standard contract for awarding the ultimate contract. *This form is provided for information only and does not need to be returned as part of Offeror's response.*
 - g. Attachment G – System Requirements Response Matrix: The Offeror shall complete and submit System Requirements Response Matrix to demonstrate Offeror's ability to satisfy the VDOF's defined functional and technical system requirements. The Offeror must provide a response to all requirements in the Microsoft Excel 2007 response template provided with the RFP.
 - h. Attachment H – Cost Proposal: The Offeror shall complete the Cost Proposal to provide a proposed price for the services requested in this RFP.
 - i. Addendum Acknowledgement: In the case that there is an Addendum to the RFP, Offerors shall return one (1) original Addendum Acknowledgement Form that is included with each addendum posting. All Addendum Acknowledgement Forms must be signed and dated by an individual authorized to bind the Offeror.

4.7.10. Cost Proposal

Each Offeror shall use the tables provided in Attachment H – Cost Proposal to provide a proposed price for the services requested in this solicitation.

The Offeror's Cost Proposal shall be packaged separately from its Technical Response. Failure by the Offeror to submit the Cost Proposal separately shall result in the response being deemed non-responsive and therefore rejected.

The Offeror shall not include any references to the cost response or its contents in the Technical Response. This includes, but is not limited to, costs, fees, prices, rates, profit, bonuses, discounts, rebates, or the identification of free services, labor, materials, or licensing fee sharing arrangements.

A representative who is authorized to contractually bind the Offeror must sign Attachment H – Cost Proposal. Attachment H – Cost Proposal, along with a cover sheet, must be submitted in a separate, sealed envelope in order for the proposal to be considered responsive.

The Cost Proposal shall include the costs for all services, materials, and expenses necessary to accomplish the services outlined in this RFP and its attachments and the Offeror's response hereto.

The costs provided will be accompanied by a description of the following items:

- a. The degree/percentage of uncertainty associated with each proposed price (in summary or aggregate);
- b. The planning assumptions used in preparing the proposed prices;
- c. The critical success factors identified for the VDOF project;
- d. The project activities and project deliverables that are not included in the proposed prices;
- e. The assumed Knowledge, Skills, and Abilities (KSAs) for VDOF project personnel assigned to the project;
- f. The assumed KSAs for the Offeror's project personnel assigned to the project;
- g. Any other factors deemed relevant to the proposed prices.

4.7.11. Instructions for Submission of RFP Responses

A. Offeror shall submit to VDOF:

- a. One (1) signed and sealed original (marked "Original") version of the Technical Response; along with five (5) paper copies and one (1) electronic copy of the Technical Response.
- b. One (1) signed and sealed original (marked "Original") version of the Cost Proposal; along with one (1) paper copy, and one (1) electronic copy (on compact disc). The electronic response must be submitted in both a Microsoft Excel 2007 version and an Adobe Acrobat PDF file format.

- c. Two (2) original paper copies and one (1) electronic copy on compact disc of a Redacted version of its response, if necessary, with proprietary and trade secret information removed marked “Redacted” (see Section 4.5 – *Required Response Format*).
- d. No other distribution of the Offeror’s response to this RFP shall be made by the Offeror.
- e. VDOF will not compensate Offerors for costs incurred in connection with responding to this RFP including, but not limited to, materials, time spent by Offeror’s staff preparing a response, travel costs, mailing/shipping costs, fees, or any other activities or documentation requested or required of the Offeror during the evaluation process, whether or not an award is made.
- f. The Offeror’s signed response must be submitted to VDOF in a sealed package, addressed as follows. No other correspondence, documents, or materials should be placed in the package.

FROM:	TO:
Name of Offeror	VIRGINIA DEPARTMENT OF FORESTRY
Street Address	900 Natural Resources Drive
City, State, Zip Code	Suite 800, Room 2074
RFP No. 411: #A13000-06	Charlottesville, VA 22903
Due Date <u>March 7</u> Time <u>2:00PM</u>	Attention: Amy Ricotta

- g. Proposals will not be accepted after the closing date and time as per the RFP Acknowledgement Form (cover page of this document). It is the responsibility of the Offeror to allow adequate time for delivery and receipt of RFP responses. Responses received by VDOF after the defined submission deadline as indicated in Section 4.2 – *Calendar of Events* will be deemed non-responsive. No extension of time will be granted for submissions.
- h. Offeror is responsible for determining if any addenda have been issued for the solicitation and responding appropriately within its RFP response. All addenda, as well as any questions and answers, will be posted on the Commonwealth of Virginia’s electronic procurement site, eVA, (<http://www.eva.virginia.gov>) under “Solicitations and Awards.”
- i. VDOF will only accept responses that are mailed, delivered by courier (including Federal Express and UPS), or hand delivered. Responses cannot be submitted electronically or by facsimile. It is the Offeror’s responsibility to ensure that RFP responses are delivered to VDOF 900 Natural Resources Drive, Suite 800, Charlottesville, VA 22903, Attention: Amy Ricotta by the specified closing date and time.
- j. If a response to this RFP is mailed the Offeror shall accept the risk that the package, even if marked as described above, may be inadvertently opened and the information compromised which may result in the disqualification of the Offeror’s response. VDOF shall not be responsible for any late, misplaced, or lost responses as a result of a third party.

IMPORTANT: Failure to meet these requirements may result in the response not being evaluated and rejected as non-responsive. The VDOF may waive minor informalities or irregularities in the responses received where such are merely a matter of form and not substance, and the corrections of which are not prejudicial to other Offerors.

Responses that do not meet all material requirements of this RFP or which fail to provide all required information, documents, or materials will be rejected as non-responsive. Material requirements of the response are those set forth as mandatory, or without which an adequate analysis and comparison of responses is impossible. Respondents whose replies, past performance or current status do not reflect the capability, integrity, or reliability to perform fully and in good faith the requirements of the contract may be rejected as non-responsive.

The VDOF reserves the right to accept portions of competing Offerors' responses and merge such portions into one project or use any idea proposed by any Offeror unless otherwise protected by Commonwealth of Virginia statute.

4.7.12. RFP Response Period of Validity

Any response submitted to this RFP shall remain valid for 120 days after the response submission due date, or when a contract is fully executed, whichever occurs first.

4.7.13. Withdrawal of RFP Response

Responses submitted before the response deadline may be withdrawn or replaced with another response up until the response due date and time. After the response due date and time, an Offeror may request withdrawal of its response from consideration by submitting a letter to the VDOF Procurement Office Point of Contact requesting their response be withdrawn from consideration and citing the reason for withdrawal.

4.7.14. Opening of RFP Responses

Opening of RFP Responses: The opening of RFP responses will be held at the time and date specified in Section 4.2 – *Calendar of Events*.

The names of all Offerors submitting responses shall be made available to interested parties upon written request to the Procurement Officer listed on the Cover Sheet - *RFP Acknowledgement Form*. Any person with a qualified disability shall not be denied equal access and effective communication regarding any response documents or the attendance to any related meeting or response opening.

V. EVALUATION AND AWARD CRITERIA

5.1. Evaluation Methodology

VDOF intends to award the contract to a qualified and responsive Offeror that represents the best value based on the Evaluation Criteria defined below. Evaluation of Offerors' RFP responses will be supported by technical advisors who will provide subject matter expertise and technical support in determining which Offeror's response represents the best value to VDOF.

5.2. Evaluation Criteria

Proposals shall be evaluated by the Virginia Department of Forestry using the criteria in the following table:

No	Criteria	Weight
1	PROJECT MANAGEMENT AND GOVERNANCE Offeror's articulation of their project approach and the ability of the approach to meet the requirements contained in this RFP. <ul style="list-style-type: none"> • Overall Approach • Project Management Approach • Project Management Plans • Project Schedule 	20%
2	TECHNICAL RESPONSE AND PROPOSED SOLUTION Offeror's articulation of their solution and the ability of the solution to meet the requirements of this RFP. <ul style="list-style-type: none"> • Solution Overview • Technical Description • Functional Requirements • Technical Requirements • System Development • Warranty, Maintenance and Operations 	45%
3	COMPANY AND TEAM QUALIFICATIONS Offeror references and track record working in complex project environments and implementing similar systems to the one specified in this RFP. Experience and skills of proposed staff relative to the proposed approach and solution. <ul style="list-style-type: none"> • Company Profile and Experience • Past Performance References • Personnel Experience and Skills • Company Financial Viability 	15%
4	COST	20%
TOTAL		100%

Table 8: RFP Response Evaluation Criteria

5.3. Cost Score

Offerors' cost responses will be scored using the formula below. The core components of the formula include:

- A. The lowest price shall be scored the maximum number of evaluation points for price.
- B. The lowest price is then divided by each of the higher Offerors' proposed prices in turn.
- C. The quotient is then multiplied by the points assigned for price to determine the evaluation points to be assigned to each higher price proposal.

The following figure illustrates the cost score formula:



Diagram 5: Cost Score Formula

The best proposal for each criterion shall receive the highest points for that criterion (not necessarily the maximum points) with the other proposals receiving fewer points. -

5.4. Total Score

Total Offeror scores will be determined based on the following inputs:

- A. An aggregation of all RFP Evaluators' scores for Evaluation Criteria 1 – 3 in Table 8 – *RFP Response Evaluation Criteria* (RFP Evaluators will individually calculate points for each Offeror response).
- B. Cost Points assigned.

5.5. Oral Presentations

Offerors who submit a response to this RFP may be required to give an oral presentation of the Offeror's proposed solution to VDOF. Oral presentations provide an opportunity for Offerors to clarify and elaborate on their proposals. Oral presentations are conducted for fact finding purposes only and do not include negotiations. Oral presentations are an option of the purchasing agency and may or may not be conducted. If oral presentations are conducted, they may not be conducted with all Offerors and will be limited to those for which VDOF desires additional information to make a well-informed evaluation. VDOF will schedule the time and location for oral presentations, if desired. Offerors will be given sufficient notice in advance of oral presentations.

In addition to oral presentations, Offerors may be required to give a demonstration of the goods and or services detailed in their proposal. The demonstrations are designed to assess the ability of the proposed software to meet the VDOF's functional and technical requirements. Part of this assessment will be accomplished through demonstration scripts carefully constructed by the VDOF. The proposed software will be evaluated by a team of VDOF management and staff who will score the demonstrations.

Because of the importance of these demonstration scripts, the VDOF will distribute them to Offerors in advance of issuing invitations to conduct the demonstrations.

5.6. Contract Negotiations

The Commonwealth shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts.

At the discussion stage VDOF may discuss non-binding estimates of total costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the purchasing agency shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the purchasing agency can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price.

The Commonwealth reserves the right to make multiple awards as a result of this solicitation. Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

5.7. Contract Award

VDOF intends to execute the contract(s) as soon as possible after the posting of the contract award decision. VDOF has the right to terminate discussions if agreement is not reached within thirty (30) days after the announcement of an award.

A Notice of Intent to Award will be posted, at a minimum, for ten (10) calendar days on eVA at the following website: <http://www.eva.state.va.us>. A copy of the Notice of Intent to Award will also be available upon written request to the Purchasing Office. Telephone requests will NOT be accepted. Each written request must contain a self-addressed, stamped envelope (unless an e-mail response is being requested) and must reference the solicitation title and number.

VI. PROJECT IMPLEMENTATION REQUIREMENTS

6.1. Project Governance

The project governance structure and reporting relationships are depicted in the following diagram:

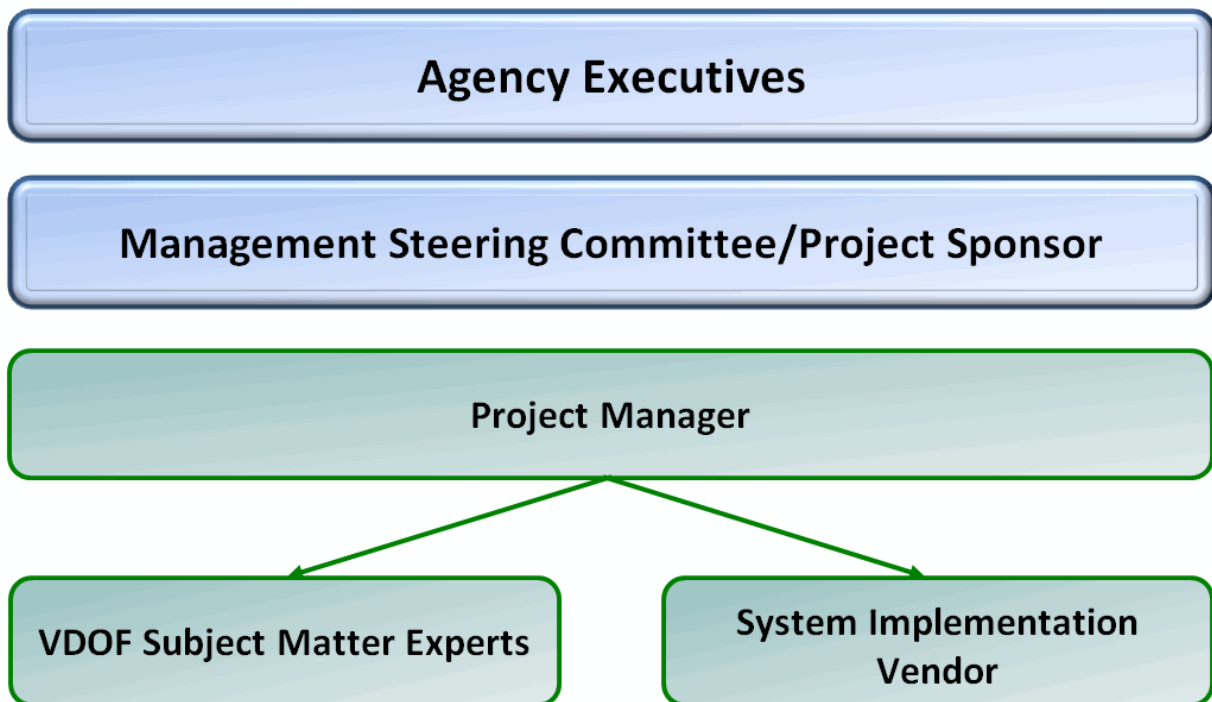


Diagram 6: Project Governance Structure

The above organization chart represents how the Project will be functionally managed and no administrative reporting relationships are hereby implied. VDOF roles may be delegated at the sole discretion of VDOF.

The project governance structure consists of the following entities:

Role	Responsibility	Individual
Agency Executives	<ul style="list-style-type: none"> Serve as executive project sponsors Provide project oversight, governance, and support 	<ul style="list-style-type: none"> Deputy State Forester Assistant State Forester - Policy, Plan & Budget
Management Steering Committee	<ul style="list-style-type: none"> Provide high-level executive support, governance, and oversight Approve changes to scope, schedule, and budget Articulate New Solution vision, missions, and ownership Provide executive level input to defining key project deliverables Receive bi-weekly updates from Project Manager 	<ul style="list-style-type: none"> Fiscal Director Director State Lands Director Information Systems
Project Sponsor	<ul style="list-style-type: none"> Serve as primary project sponsor Provide regular project oversight, governance, and support 	<ul style="list-style-type: none"> Director Information Systems
VDOF Project Manager	<ul style="list-style-type: none"> Conduct weekly project meetings to address progress, schedule, risks, issues, proposed changes. Prepare and disseminate weekly project status reports. Lead organizational change management activities including communications with internal and external stakeholders. See 6.5.2, 6.6.2, 6.7.2, 6.8.2, 6.9.2, 6.10.2, and 6.11.2 for additional responsibilities 	<ul style="list-style-type: none"> VDOF Project Manager
VDOF Subject Matter Experts (SMEs)	<ul style="list-style-type: none"> Participate in and facilitate sessions to validate requirements and plan the system design Support the development of project deliverables Participate in weekly status meetings Support development and dissemination of communications with all stakeholders 	<ul style="list-style-type: none"> Assistant Fiscal Director Assistant Nursery Manager Nursery Order Expert Webmaster System Administrator
System Implementation Vendor	<ul style="list-style-type: none"> Executes the contract under the direction of the VDOF project manager Assumes full responsibility for the development of project deliverables Ensures that all contractual commitments are fulfilled (schedule, quality, deliverables) Mitigates project risks. 	<ul style="list-style-type: none"> Contracted Firm Employees

Table 9: Project Governance Roles and Responsibilities

6.3. Project Change Control

- A. Any services, functions, products and materials that would be reasonably necessary in order for Contractor to perform its services, as described in Section III – *Statement of Needs* are not considered new services. If the Agency requires Contractor to perform new services that the Agency determines are (1) materially outside the Scope of Work or (2) any modification in scope, the Agency shall submit a written request to the Contractor's Project Manager to furnish a proposal for carrying out the requested change.
- B. Contractor shall examine and identify to VDOF the implications of the requested change on the technical specifications, project schedule, price and method of pricing of the services and shall submit to VDOF, without undue delay, a written proposal for carrying out the change.
- C. Should the Contractor be of the opinion that a requested change will adversely affect the execution of the Project, it shall communicate its opinion, including any impact to warranty, to VDOF in writing but shall nevertheless carry out the change if VDOF directs it to do so. If Contractor is directed to carry out the change without regard for its opinion, any warranties for the New Solution may be adversely impacted.
- D. If the parties agree on carrying out a change, a written Contract change order shall be prepared and issued under the Contract, describing the change and its effects on the services provided by the Contractor and any affected components of the Contract.
- E. No proposed change shall be performed until the proposed change has been specified in a duly executed Contract change order. A Contract change order will be documented as a modification of the Contract.
- F. If VDOF requests or directs Contractor to perform any activities that Contractor believes constitute a change, Contractor must notify the Agency that it believes the requested activities are a change prior to commencing the performance of the requested activities.
- G. If Contractor fails to notify and obtain approval from VDOF prior to commencing performance of activities which constitute a change, such activities shall be performed at risk by the Contractor. If an activity is commenced but not approved, the Contractor shall remove the change at no cost to VDOF.
- H. The Contractor may propose a change to VDOF, on its own initiative, if it believes the change would benefit the Project. The Contractor will draft a proposal for change in writing with reasonable detail. The procedures described above in this section shall apply to any such proposal.

6.4. Corrective Action Plan (CAP)

- A. Should VDOF identify any deficiency based on Contract requirements, which VDOF, in its sole discretion, deems to be of significant magnitude to impede implementation of the Project, VDOF may notify the Contractor of the deficiency and of the need to submit a Corrective Action Plan (CAP).
- B. Upon such notification, the Contractor shall submit a formal written CAP within ten (10) business days of the date of the letter from VDOF requiring submission of a CAP. The CAP shall be sent to VDOF's Contract Manager for review and approval determination.

- C. VDOF shall notify the Contractor in writing of VDOF's acceptance or rejection of the CAP within ten (10) days of receipt of the CAP. If the CAP is rejected, VDOF shall provide a written statement identifying in reasonable detail, why VDOF believes the CAP will not result in correction of the cited deficiencies. The Contractor shall have five (5) days from receipt of the written rejection to submit a revised CAP or letter of explanation.
- D. Upon acceptance of the CAP, the Contractor shall have up to thirty (30) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by VDOF does not guarantee the implementation will result in elimination of future deficiencies.
- E. The CAP will remain in effect until all deficiencies are corrected. Updates on the status of the plan will be required as determined by VDOF's Contract Manager.
- F. The Contractor's failure to respond to a request for a CAP, failure to meet the CAP, or failure to eliminate the deficiency cited in the CAP may result in termination of the Contract, pursuant to the termination provisions set forth in the Contract. VDOF reserves the right to exercise other remedies as permitted by law.

6.5. Project Planning

The objective of project planning activities for the Contractor and the VDOF is to create overarching planning documentation for the Project. The Contractor will submit the core planning deliverables as specified in Section 6.5 – *Project Management Approach* of this RFP during this phase.

An essential and prerequisite activity for project planning is a comprehensive Fit/Gap analysis. A Fit/Gap analysis must be conducted by the Offeror as part of the implementation of the VDOF system. The Fit/Gap Analysis will establish a baseline for project scope and subsequently for user acceptance testing. The Fit/Gap Analysis will build upon the analysis performed as part of the In-Depth Demonstrations conducted during the Proposal Evaluation. During the In-Depth Demonstration, an initial assessment will be made regarding how each requirement will be met. The options for meeting a specific requirement are: "out of the box" (FIT), via software configuration (FIT), via business process change (GAP), via bolt-on software modification (GAP), or via core software modification (GAP). As part of the Fit/Gap analysis, the resources and level of remediation effort to close the gaps through software modification or a business process change will be determined. VDOF desires to minimize, to the greatest extent possible, software modification to any COTS software products implemented as part of the system and anticipates leveraging software configuration to meet business requirements. Results of the In-Depth Demonstrations and Fit/Gap Analysis shall be documented using the Application Requirements Traceability Matrix to be provided by the Offeror as part of the Solution.

In **TAB 9**, answer the questions in the Fit/Gap Analysis Requirements table below and provide a description of the Fit/Gap Analysis approach that will be utilized and resulting deliverables which will be produced as part of the Solution for the successful execution of the Project. Also specify the tools that will be provided by the Offeror to manage requirements traceability.

No.	Fit/Gap Analysis Requirements
1	Does the Solution include the Offeror utilizing the Fit/Gap Analysis approach, processes, and

No.	Fit/Gap Analysis Requirements
	resources the Offeror described in TAB 9?
2	Does the Solution include the Offeror utilizing an Application Requirements Traceability Matrix as part of the Fit/Gap Analysis?
3	Does the Solution include providing a strategy for defining, documenting, and tracking the progress of Fit/Gap metrics for the Project?
4	Does the Solution include the Offeror making available for use all hardware, software and tools required to perform a Fit/Gap Analysis in the VDOF Charlottesville office?
5	Does the Solution include the Offeror providing the necessary resources, including functional expertise for each of the functional and technical areas, for the Fit/Gap Analysis?
6	Does the Solution include the Offeror identifying, analyzing, and documenting requirement gaps by requirement as part of the Fit/Gap Analysis?
7	Does the Solution include the Offeror providing documented recommendations for meeting functional requirements that the proposed software could not meet “out of the box” or through software configuration? (This may include the identification and recommendation of bolt-on software applications, business process redesign, and/or customization to meet each requirement.)
8	Does the Solution include all deliverables that essential for successful Fit/Gap Analysis on the Project?
9	Does the Solution include all processes, tools, and techniques essential for successful Fit/Gap Analysis on the Project?

6.6. Project Management Approach

Project management shall be an on-going task for the duration of the Project. The Contractor shall provide a seasoned Project Manager with a successful track record of meeting schedule and budget objectives and facilitating the proper level of project controls, communication strategies and change management/facilitation activities to ensure project success. The Contractor’s Project Manager must be a full-time employee of the prime contractor to which the contract was awarded; and must be able to competently and quickly identify and solve technical issues that arise and provide adequate guidance to the Contractor's personnel in order to minimize implementation and operational risks. The Contractor shall manage the Project in accordance with a Project Management Plan approved by the VDOF.

The Contractor shall actively manage subcontractor performance to ensure it meets project requirements. The Contractor's project management approach shall be in compliance with Project Management Institute’s (PMI) Project Management Body of Knowledge (PMBOK) standards for project management. The Contractor’s Project Manager must maintain frequent and ongoing communications with the VDOF’s Project manager. The Project Manager’s name, e-mail address, and phone number shall be provided to VDOF in the Offeror's proposal or within ten (10) days following contract award.

The Contractor must provide project management deliverables in conformance with those specified in VITA’s ITRM Policies, Standards, and Guidelines that can be found at:

<http://vita.virginia.gov/library/default.aspx?id=537#projectManagement>

In TAB 9, describe your firm’s approach to project management for the Solution and specifically the way in which your firm will fulfill the requirements in section 6.6.1 – Contractor Project Management Responsibilities.

6.6.1. Contractor Project Management Responsibilities

The Contractor shall be responsible for completing the following:

1. Develop and maintain a Project Management Plan (PMP) as defined in Section 4.6 – *Technical Response Overview*.
2. Manage and direct Contractor staff to execute the Project Management Plan and develop project deliverables.
3. Manage the project in accordance with the approved project schedule.
4. Revise the Project Management Plan, project schedule and all other project management materials as authorized through the change control process.
5. At the direction of the VDOF, develop project management administrative templates for use throughout the Project.
6. Prepare and submit weekly project status reports.
7. Participate in weekly project status meetings.
8. Participate in Management Steering Committee meetings.
9. Prepare and distribute the minutes of all meetings led by the Contractor.
10. Facilitate project-related meetings as necessary to fulfill responsibilities as specified in this RFP.
11. Identify risks, issues, and opportunities and participate in risk and issue meetings.
12. Identify any scope issues and participate in scope management meetings.
13. Ensure adherence to the project management standards and guidelines as established in cooperation with the VDOF.
14. Ensure deliverables conform to VDOF standards provided in Section 6.12 – Project *Deliverables*.
15. Establish communication procedures with input of all project participants and stakeholders.
16. Prepare formal reports and presentations.
17. Participate and cooperate in project audits, reviews, and IV&V activities as required.

6.6.2. VDOF Project Management Responsibilities

The VDOF shall be responsible for completing the following:

1. Name a VDOF Project Manager at the inception of the Project.
2. Work with the Contractor to develop or approve project management administrative templates.
3. Define reporting structures between various participants in the Project (project governance).
4. Monitor the availability and participation of VDOF staff.
5. Facilitate the timely resolution of issues.
6. Review and, if appropriate, approve the resolution of escalated risks, issues, and opportunities.
7. Review and, if appropriate, approve schedule updates and other changes to the Project Management Plan.
8. Participate in the change control process.

9. Review and approve project status reports.
10. Negotiate changes of scope when and if new regulations or requirements require revised or additional functionality.
11. Coordinate with stakeholders to prepare for the implementation of the proposed New Solution.
12. Coordinate with the IV&V Contractor to evaluate and incorporate report recommendations into the Project plans.
13. Support the Contractor by providing information needed to satisfy internal VDOF inquiries or reviews in a timely manner.

6.7. Project Risk Management

The VDOF Project Risk Management Plan will define how the project team responds to and manages risk to the project scope, schedule, and budget throughout the execution of the Project.

In **TAB 9**, answer the questions contained within the Project Risk Management Requirements table below and describe the Offeror's approach to the development of the VDOF Project Risk Management Plan and the management, monitoring, and control of positive and negative risks for the successful execution of the Project. Describe how your firm will fulfill the responsibilities enumerated in section 6.7.1 – Contractor Risk Management responsibilities.

6.7.1. Contractor Risk Management Responsibilities

1. Develop a risk management plan for the Project.
2. Identify risks and maintain risk log for all identified risks.
3. Conduct quantitative and qualitative risk analysis including impacts to resources, schedule, budget, and quality.
4. Plan risk mitigation strategies for high probability risks.
5. Plan and implement strategies to address findings in IV&V and audit reports.
6. Monitor risks.
7. Plan and facilitate risk meetings.

6.7.2. VDOF Risk Management Responsibilities

1. Review and approve the risk management plan.
2. Assist with quantitative and qualitative risk analysis.
3. Assist with the development of risk mitigation strategies for high probability risks.
4. Assist with the development of strategies to address findings in IV&V and audit reports.
5. Monitor risks.
6. Participate in risk meetings.

No.	Project Risk Management Requirements
10	Does the Offeror's Solution include the development and maintenance of the VDOF Project Risk Management Plan? Will the Risk Management Plan address all aspects of the Project (e.g.,

No.	Project Risk Management Requirements
	system development, system interfaces, data conversion, data integrity, operational transition, testing, training, organizational change, disaster recovery, system security, and data security).
11	Does the Offeror's Solution include the Offeror developing and maintaining the VDOF Project Risk Management Plan in accordance with the Commonwealth of Virginia's IT Risk Management Guideline - http://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/unmanaged/library/RiskManagementGuideline.pdf ?
12	Does the Offeror's Solution include development of processes and provision of staff to conduct bi-weekly risk identification and review sessions throughout the duration of the Project?
13	Does the Offeror's Solution include the Offeror developing processes and providing staff to perform qualitative and quantitative risk analysis and risk response planning on the Project?
14	Does the Offeror's Solution include the Offeror developing processes to effectively integrate risk management on the Project with scope, schedule, and budget management?
15	Does the Offeror's Solution include the Offeror providing the personnel to develop and maintain the Project Risk Management Plan for the Project?
16	Does the Offeror's Solution include all deliverables essential for successful project risk management on the Project?
17	Does the Offeror's Solution include all processes, tools, and techniques essential for successful project risk management for the Project?

6.8. Issue Management Approach

The Contractor shall develop a list of issues and opportunities associated with this Project, describe each issue, evaluate the impact of each issue, prioritize issues, plan issue resolution (action items), and monitor issue status. The Contractor shall develop an issue management plan. The Offeror shall manage project issues with an automated issue tracking system to be provided by the Offeror as part of the Solution. The automated issue tracking system shall have the capability to capture, prioritize, assign, and route issues from initial identification through closure and to maintain a history of the issues and associated data for the purposes of measuring service level compliance and issue analysis.

In TAB 9, describe the Offeror's approach to Issue Management throughout the project. Describe how your firm will fulfill the responsibilities enumerated in section 6.8.1 – Contractor Issue Management Responsibilities.

6.8.1. Contractor Issue Management Responsibilities

1. Create an issue management plan.
2. Identify issues and maintain the issue log for all identified issues.
3. In consultation with the VDOF project manager, analyze and prioritize issues including impacts to resources, schedule, budget, and quality.
4. Work to resolve issues.
5. Monitor issues.

6. Report issues to the VDOF's project manager.
7. Revise deliverables, as necessary, to address issues.

6.8.2. VDOF Issue Management Responsibilities

1. Review and approve the issues management plan.
2. Identify issues.
3. Assist with prioritizing issues.
4. Assist with the resolution of issues.
5. Monitor issues.

6.9. Quality Management

The VDOF Project Quality Management Plan will define the relevant quality standards for the project deliverables and specify how to satisfy those standards using both quality assurance and quality control processes.

In TAB 9, answer the questions contained within the Project Quality Management Requirements table below and describe the Offeror's approach to the development of the VDOF Project Quality Management Plan and the execution, monitoring and control of the project quality management activities included as part of the Solution for successful project implementation. Describe how your firm will fulfill the responsibilities enumerated in section 6.9.1 - Contractor Quality Management Responsibilities.

Quality management must be ongoing for the duration of the Contract. Quality controls must be built into every stage of the Project by the Contractor, subject to the approval of the VDOF. Systematic approaches for planning, scheduling, comparing deliverables to their requirements, problem reporting and obtaining acceptance are critical to ensuring that the dependent phases of the Project remain on schedule.

The Contractor must implement a quality management program to ensure high quality, reliable deliverables in accordance with the VDOF-approved Project Management Plan. The quality management plan should be used as the guideline for quality management ensuring quality in the delivered Solution as well as with the execution of the Project. Quality management activities must include software design and code reviews, review of system testing, problem identification and tracking, corrective action review, and documentation reviews.

No.	Project Quality Management Requirements
1	Does the proposed solution include the Offeror utilizing the approach the Offeror described in TAB 9 for the development and maintenance of the Project Quality Management Plan for the Project?
2	Does the Solution include the Offeror developing and maintaining the VDOF Project Quality Management Plan in accordance with the Commonwealth of Virginia's Project Management Guideline

No.	Project Quality Management Requirements
	http://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/unmanaged/library/psgs/COV_ITRM_Project_Management_Guideline_CPM110_03_20110314.pdf
3	Does the Solution include the Offeror developing processes and providing trained quality management staff to execute the processes defined in the VDOF Quality Management Plan established for the Project?
4	Does the Solution include the Offeror developing processes and providing staff to capture and report quality management status and issues on a bi-weekly basis for the Project?
5	Does the Solution include all deliverables essential for successful quality management of the Project?
6	Does the Solution include all processes, tools, and techniques essential for successful quality management for the Project?

6.9.1. Contractor Quality Management Responsibilities

1. Develop an overall quality management plan as a section of the Project Management Plan.
2. Develop quality assurance standards for the associated deliverable expectation document for each project deliverable (refer to Section 6.8 – *Quality Management*).
3. With each deliverable, provide a narrative description of quality assurance measures applied to the deliverable.
4. Provide project information required for quality assurance monitoring to the VDOF's Project Manager.
5. Develop quality assurance review reports resulting from quality management activities.
6. Provide plans, staffing, and schedules for addressing any deficiencies identified through the quality management process.

6.9.2. VDOF Quality Management Responsibilities

1. Review and approve the Contractor's quality plan and quality assurance deliverable standards.
2. Review and approve plans and schedules for addressing identified deficiencies.
3. Review and approve project deliverables as conforming to project quality standards.
4. Communicate the findings of the IV&V project reviews and assist in the development of a plan and schedule for addressing the deficiencies identified during the quality assurance process.

6.10. Configuration Management

The installation and modification of all VDOF components (for non-production and production environments) shall be controlled by a VDOF Configuration Management Plan which shall be developed by the Offeror and approved by the VDOF Project Manager. The VDOF Configuration Management Plan shall identify the configuration items and define processes for configuration control, status accounting, audit, and review of the application work products to be delivered to VDOF, including designated internal work products, acquired products, tools, and other items used to create all environments and components.

The Contractor must document how software changes will be controlled and managed, how the system hardware and software configuration will be maintained and controlled, and how proposed hardware and software changes will be tracked, approved, and implemented. The Contractor's configuration control process must address all configurable items (e.g., hardware, software, and documents such as work products, deliverables and meeting minutes).

In addition to the activities defined by the VDOF Configuration Management Plan, the Offeror's Configuration Manager shall be responsible for the migration of code changes to the defined environments using the configuration management processes established for the project. The Offeror shall provide a Configuration Manager and automated tools for use by the Configuration Manager and project team to support work configuration control of defined configuration items. At a minimum, the tool should have the capability to check-in and check-out objects and documents, workflow to support and document approvals and migration, and object and document versioning.

In TAB 9, answer the questions contained within the Configuration Management Requirements table, along with a description of the approach, processes, and tools that will be utilized and the resulting deliverables that will be produced as part of the Solution for the successful execution of the Project. Describe how your firm will fulfill the responsibilities enumerated in section 6.10.1 -Contractor Configuration Management Responsibilities.

No.	Configuration Management Requirements
1	Does the proposed solution include the Offeror utilizing the Configuration Management approach, processes, and resources the Offeror described in TAB 9?
2	Does the Solution include the Offeror providing a Configuration Manager responsible for the identification, control, status accounting, audit, and review of the application work products to be delivered to VDOF, including designated internal work products, acquired products, tools, and other items?
3	Does the Solution include the Offeror providing a Configuration Manager to migrate code changes to the defined environments using the configuration management processes established for the project?
4	Does the Solution include the staffing resources essential to effectively manage the configuration of all environments for the VDOF throughout the life of the Project and beyond?
5	Does the Solution include all deliverables essential to effectively manage the configuration of all environments for the VDOF throughout the life of the Project and beyond?
6	Does the Solution include all processes, tools, and techniques essential to effectively manage the configuration of all environments for the VDOF throughout the life of the Project and beyond?

6.10.1. Contractor Configuration Management Responsibilities

1. Develop a configuration management plan as a section of the Project Management Plan.
2. Establish an effective configuration control system and process in collaboration with the VDOF's Project Manager.

3. Identify, classify, and document the project's configuration items. Collaborate with the VDOF's Project Manager on the identification of configuration items pertinent to the proposed solution.
4. Baseline all configuration items in collaboration with the VDOF's Project Manager.
5. Plan and conduct the promotion and versioning of configuration items in collaboration with the VDOF's Project Manager.
6. Plan and conduct the release and delivery of configuration items and related documentation in collaboration with the VDOF's Project Manager.
7. Provide project documents and formal deliverables to the VDOF's Project Manager for review and storage.
8. Plan, schedule, direct and conduct audits of configuration items in collaboration with the VDOF's Project Manager.

6.10.2. VDOF Configuration Management Responsibilities

1. Review and approve the Contractor's configuration management plan.
2. Collaborate with the Contractor's team on all configuration management processes.
3. Review and approve plans and schedules for release and delivery of configuration items.
4. Develop policies and procedures for Change/Configuration Management for the new production system.

6.11. Project Communications

Effective organizational change management is a critical success factor for the Project. Critical components of organizational change management that are the responsibility of the Contractor are a communications plan, the end user training program, and a user support program. The VDOF Project Communications Plan will define the appropriate and timely generation, collection, distribution, storage, retrieval, and disposition of VDOF project information to meet project stakeholder needs though the duration of the Project.

In TAB 9, provide a description of the Offeror's approach to the development of the VDOF Project Communications Plan and the execution and management of project communications for the successful execution of the Project. Describe how your firm will fulfill the responsibilities enumerated in section 6.11.1 - Contractor Communications Responsibilities.

No.	Project Communications Management Requirements
1	Does the proposed solution include the Offeror utilizing the approach the Offeror described in TAB 9 for the development, maintenance, and reporting of the VDOF Project Communications?
2	Does the Solution include the Offeror developing and maintaining the VDOF Project Communications Plan?
3	Does the Solution include the Offeror developing processes and providing staff to develop and communicate project information to stakeholders as defined in the approved VDOF Project Communications Plan?
4	Does the Solution include development and maintenance of an approved communications schedule throughout the duration of the Project?

No.	Project Communications Management Requirements
5	Does the Solution include the Offeror providing the personnel essential for successful communications management for the Project?
6	Does the Solution include all deliverables essential for successful communications management on the Project?
7	Does the Solution include all processes, tools, and techniques essential for successful communications management for the Project?

6.11.1. Contractor Communications Responsibilities

1. Conduct stakeholder analysis and organizational assessment for identifying and confirming project communications needs.
2. Develop a communications management plan as part of the Project Management Plan.
3. Establish appropriate communication channels with the VDOF's stakeholders responsible for functional and technical SMEs.
4. Report issues related to the Project that concern the Stakeholders, to the VDOF's Project Manager.
5. Conduct implementation readiness evaluations.
6. Provide project documents and formal deliverables to the VDOF's Project Manager for review and storage.
7. Provide a bi-weekly progress report to the VDOF Project Manager outlining the following:
 - i. The specific accomplishments achieved during the reporting period.
 - ii. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
 - iii. The identification of any project risks or issues including recommended mitigation plans
 - iv. The projected completion dates for the remaining tasks required by the contract.

6.11.2. VDOF Communications Responsibilities

1. Lead the development and execution of an overall organizational change management plan. The Contractor's communications responsibilities are a subset of the broader work of organizational change management.
2. Participate in change management personnel planning.
3. Review and approve all project communications deliverables.

6.12. Project Deliverables

The Contractor shall be responsible for the completion of project deliverables. The Contractor must maintain and update deliverables throughout the project life cycle and term of the Contract as required by the VDOF. Each deliverable requires review by the VDOF and shall be deemed accepted only upon formal written approval by VDOF. The Offeror should include the use of tools that allow for version control, check-in/check-out, security management, and document comparisons.

In TAB 9, answer the questions in the Technical and Project Documentation Requirements table below and describe the document management and repository tools that will be used and how version control, check-in/check-out functionality, document backup policies, etc. will be managed.

6.12.1. Deliverable Submission

All deliverables, word processing documents, spreadsheets, presentations, charts, databases or other project artifacts will be provided in a mutually agreed-upon format currently supported by the VDOF. The VDOF's standards include the Microsoft Office Suite 2007, Microsoft Project 2010, Adobe Acrobat 8.0/9.0, and Visio 2010. The content of project deliverables will be negotiated and agreed upon in writing, and in accordance with relevant industry standards and best practices, during contract negotiations. Content and format of each deliverable will be documented by the Contractor and accepted by VDOF. Each deliverable shall be submitted in accordance with the approved Project Management Plan for review and comment by the VDOF.

6.12.2. Deliverable Review

All deliverables identified in the payment plan require the VDOF's approval. If the Contractor proceeds with subsequent tasks before a deliverable is approved by VDOF, this work is performed solely at the Contractor's risk, and VDOF shall not be responsible, financially or otherwise, for any re-work to the subsequent tasks, however minor or extensive they may be, that result from changes to the deliverable. VDOF commits to provide review and approval or specific disapproval for deliverables or their revisions within two (2) business days unless otherwise specified within the Scope of Work.

The primary focus of the review of each deliverable will be on its content and presentation, to determine compliance with the deliverable criteria and the terms and requirements of the Contract. Each deliverable shall be intrinsically complete, and shall be consistent with any deliverable previously produced. After a deliverable has been approved, if subsequent work invalidates some or all of the deliverable's content, the Contractor must update the deliverable and resubmit it. Updates of deliverables that were originally subject to VDOF approval are also subject to approval. The VDOF and the Contractor will agree upon an appropriate remedy and/or compensation adjustment, if any, depending upon the magnitude of the change.

No.	Technical and Project Documentation Requirements
1	Does the Solution include the Offeror providing and maintaining a full copy of all technical and project documentation for the delivered Solution?
2	Does the Solution include the Offeror providing technical documentation for each module that will help technical staff understand all processes, table relationships, and functionality within each functional area?
3	Does the Solution include the Offeror providing all Technical and Project documents in electronic format?
4	Does the Solution include the Offeror establishing, updating and maintaining requirements traceability throughout the term of the Project?
5	Does the Solution include all processes, tools, and techniques essential for the successful creation

No.	Technical and Project Documentation Requirements
	and maintenance of Technical and Project Documentation?
6	Does the Solution include the Offeror providing the staffing resources essential for successful creation and maintenance of Technical and Project Documentation?
7	Does the Solution include all deliverables essential for successful creation and maintenance of Technical and Project Documentation throughout the Project?

6.13. Stage Gate Reviews

The Contractor's project schedule shall be based on a series of "stage gates" that provide formal check points between the VDOF and the Contractor.

The purpose of stage gate review meetings will be for a comprehensive project health status check and to authorize the Contractor to proceed to the next project phase. The Contractor may begin work in a subsequent project phase prior to the stage gate review only upon the express written authorization of VDOF. If the stage gate is not approved, resolution of any outstanding issues will be managed through the issue management process and the change control process, if needed.

In **TAB 9**, describe the approach the Offer will take to identify the appropriate milestones that will serve as gates for the project to that will enable VDOF to authorize the Contractor to proceed to the next project phase.

6.14. Staffing Requirements

The Contractor's proposed staff and organization must be sufficient to provide the required service throughout the contract. Proposed individuals' skill levels should be consistent with the Contractor's proposed solution and services. Proposed staff résumés must be provided and must reflect experience with technologies and project(s) of similar size and complexity utilizing the software products being proposed and must reflect the abilities for the proposed task assignments. VDOF reserves the right to reject any proposed team members throughout the duration of the project.

Project management, solution design, and testing activities will be performed in primarily in Charlottesville.

The Contractor shall staff the project with key personnel identified in their response, which are considered by VDOF to be essential to this project. Prior to substituting any of the proposed individuals the Contractor shall notify and obtain written approval from VDOF of the proposed substitution as soon as possible, but no less than five (5) business days. Written justification should include documentation of the circumstances requiring the changes and a list of the proposed substitutions in sufficient detail to permit evaluation of the impact on the project. VDOF, at its discretion, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel.

The Contractor shall not knowingly engage, on a full or part-time basis, any personnel who are in the employment of VDOF, without prior written approval from VDOF. Further, the Contractor shall not

knowingly engage any former employee of VDOF where such employment presents a legitimate conflict of interest.

In TAB 9, answer the questions contained within the Staffing Requirements table below and describe the Offeror's approach to meeting the staffing constraints noted above.

No.	Staffing Requirements
1	Does the Solution include the Offeror utilizing the staffing methodology the Offeror described above for the Project?
2	Does the Solution include the Offeror providing the staffing resources defined in the table above for successful completion of the Project work?
3	Does the Solution include the Offeror providing administrative support for the project staff and activities on the Project?
4	Does the Solution include the prime Offeror having experience successfully completing the implementation of a system(s) similar to the one being proposed?
5	Does the Solution include the Offeror providing a full-time Project Manager throughout the Project life cycle who will act as the Offeror's primary interface with the VDOF project manager? Does the project manager have experience implementing a same or similar type Solution in a comparable environment and project?
6	Does the Solution include the Offeror providing a Functional Lead with experience implementing the Solution in a comparable environment and project?
7	Does the Solution include the Offeror providing a Technical Lead with experience implementing the same or a similar type of Solution in a comparable environment and project?
8	Does the Solution include the Offeror providing a Configuration Management Lead with experience implementing the same or a similar type of Solution in a comparable environment and project?
9	Does the Solution include the Offeror providing a Test Lead with experience implementing the same or a similar type of Solution in a comparable environment and project?
10	Does the Solution include the Offeror providing a contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s)? If YES, please describe.
11	Does the Solution include the proposed use of subcontractors? If YES, identify all subcontractors.
12	Does the Solution include measures to minimize project staff turnover and to ensure staff continuity on the Project? If YES, please describe.

6.15. Individual Non-Disclosure Agreements

All Contractor personnel assigned to this project must sign an Individual Non-Disclosure agreement form, to be provided by VDOF at contract signing.

6.16. System Development Life Cycle

The Contractor will work closely with the VDOF to conduct system design and implementation efforts according to defined systems development life cycle (SDLC) activities. SDLC activities that are core to the project include:

- a. Requirements Validation
- b. Functional Design
- c. Technical Design
- d. Data Conversion
- e. Interface Definition
- f. Code and Unit Testing
- g. System Integration Testing
- h. User Acceptance Testing
- i. Installation and Implementation
- j. Production Pilot
- k. Training
- l. Maintenance and Operations
- m. Warranty Support

In TAB 9, describe the SDLC proposed by the Offeror and how the methodology will be used during the implementation of the proposed solution.

6.17. Application and Database Hosting

As described previously, Offerors are requested to provide dual proposals for hosting - software and database hosting using 1) the Custom Infrastructure Services provided by the Virginia Information Technologies Agency , and 2) provided by the Offeror OR by the Offeror's business partner.

In TAB 9, describe how the following hosting services will be provided. The description should clearly differentiate the roles of the Contractor and VITA in each of the two hosting options being proposed.

Application Management

- Application Availability. Ensure applications are available for continuous use in the production environment.
- Application Activation. Install and configures applications for production, test and development environments.
- Application Monitoring – Monitor application(s) performance on a regular basis to ensure performance against service level agreement.
- Performance Reporting. Deliver scheduled reports that track actual performance in comparison to service level agreements.
- Application Patch Installation. Make minor changes to fix bugs or other minor problems.
- Implement Legal Changes. Make changes to conform to things like sales tax regulations.

- **Memory Tuning.** Monitor and maintain the various memory resources--core and cache--to meet the service level agreements.
- **Load Balancing.** Distribute processing and communications workload to meet the service level agreements.
- **Application Optimization.** Optimize the methods the application employs to utilize systems resources to meet the service level agreements.
- **License Compliance Monitoring.** Ensure that VDOF usage remains within licensing restrictions for applications, database management systems, operating systems, and conditions of enabling technology partners.

System Administration

- **Complete System Migration Management** for moving objects from development into production, including troubleshooting and synchronizing
- **Core Application Interfaces** to review transactions between the application and other systems and troubleshoot error reports for identified interfaces
- **Batch Job Scheduling** for transactions between the application and other systems
- **Batch Job Monitoring** reviews automated batch jobs and troubleshoots error reports
- **Batch Job Management** for the scheduling and execution of automated batch jobs
- **Application Security Management** provides comprehensive security management for the client environment, including client creation, intrusion prevention, breach detection, and isolation
- **User IDs and Passwords Maintenance** to add, delete and maintain users, authorization profiles, and passwords within user groups for operating systems and applications
- **Application Interface Customization** to develop, test and deploy a special interface as directed by the client
- **Manual Job Execution** allows creation of any service for batch jobs requiring manual execution
- **Upgrade Impact Analysis Report** on the impact of upgrades, revisions, updates or new releases on the client
- **Additional Application Instances** provided at the client's request

Database Administration

- **Database Licenses** are purchased and subscriptions maintained-- by client
- **Database Monitoring** for all database activity against pertinent performance parameters required to meet service level agreement
- **Database Troubleshooting** provides an expert analysis of all issues that may affect the performance against service level agreements
- **Database Tuning** systematically maintains the necessary database performance to deliver the proper service level agreement
- **Patch Implementation** or second-decimal-place upgrades

Support Functions

- **Upgrading Database Executables** to a new patch level as recommended by the enabling technology partner
- **Customer Upgrades, Updates and Revisions** as requested by the client
- **Custom Database Additions or Modifications** as requested by the client

Infrastructure Hardware Support

- Initial Hardware Platform, install hardware necessary to meet the client's performance and operational needs as contained within service level agreements
- Additional Hardware for Growth to meet any revisions to the capacity plan, including a vendor maintenance subscription during the contract term in accordance with the pricing option selected
- Hardware Management for physical security and assets
- Hardware Installation
- Hardware Configuration and installation

Hardware Maintenance

- Vendor Coordination for technical support
- Monitoring of the physical hardware to deliver the selected service level agreement.
- Setup File System and manage disk usage
- Capacity Analysis & Plan to evaluate and analyze trends and client forecasts to estimate future hardware, bandwidth or other system requirements
- Operating System Installation
- Operating System Patches on minor changes for bug fixes, and other changes designated as lower level, as recommended by the application enabling technology partner

Operating System Security Administration

- Other Operating System Revisions including updates and upgrades

Backup and Retrieval

- System Backups including complete weekly and nightly incremental backups
- Restore Procedures for the system as necessary
- Offsite Storage of system data during the contract term
- Special Request Data Retrieval per client requests

VII. PRE-PROPOSAL CONFERENCE

7.1. OPTIONAL PRE-Proposal Conference

An optional pre-proposal conference will be held as per the date, time and location specified in Section 4.2 – *Calendar of Events*. All Offerors intending to submit a response to this RFP may attend this pre-proposal conference in order to submit a response. Offerors intending to attend shall notify the Procurement Officer in writing 48 hours in advance of their desire to attend. *If special ADA accommodations are needed, please notify the Procurement Officer at 434.220.9009 by February 25, 2013.*

The optional pre-proposal conference will provide Offerors with an opportunity to ask questions to clarify any uncertainties regarding RFP requirements and content. Questions asked and answers provided at the optional pre-proposal conference shall not be binding; oral answers provided at the optional pre-proposal conference will be given as temporary guidance to clarify issues until a written answer is issued by VDOF, in writing, in the form of an RFP Addendum.

Offerors should review and become familiar with the RFP document, RFP attachments, RFP appendices and other supporting materials as listed in Section III – *STATEMENT OF NEEDS*, in their entirety prior to attending the optional pre-proposal conference.

VIII. GENERAL TERMS AND CONDITIONS

- A. **COMMONWEALTH OF VIRGINIA VENDORS MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this Contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “Vendors Manual” on the “Vendor” tab.
- B. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION**: By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

During the performance of this contract, the contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Offeror.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose shall be a cause for rejection of the proposal. Modification of or additions to any portion of the Request For Proposals may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the Offeror withdraw or modify nonresponsive portions of a proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contract officer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by VDOF.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Sub-Contractor(s):

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - i. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - ii. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2.a.ii.) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- c. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Offerors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the Offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverage's during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Offeror.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** An Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. **eVA BUSINESS-TO-GOVERNMENT OFFEROR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for Offerors to conduct business with state agencies and public bodies. All Offerors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Offeror Registration Service or eVA Premium Offeror Registration

Service. All bidders or Offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

1. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
2. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows for orders issued July 1, 2012 and after, the Vendor Transaction Fee is:

- (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The eVA transaction fee will be invoiced approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES:** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/Offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/Offerors shall state bid/offer prices in US dollars.
- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its

existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

IX. SPECIAL TERMS AND CONDITIONS

A. **Proposal Acceptance Period:**

The proposal shall be binding upon the Offeror for one hundred and twenty (120) days following the proposal due date. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled. Every effort shall be made by VDOF to provide status information during the selection process.

B. **Prime Contractor Responsibilities:**

The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of his subcontractors and of persons employed by him as for the acts and omissions of his own employees.

C. **Small Business Subcontracting Plan:**

1. It is the goal of the Commonwealth that 40% of its purchases is made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential Offerors are required to submit a Small Business Subcontracting Plan. Unless the Offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No Offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. Failure to complete section A or B shall result in your bid being declared non-responsive.
2. Each prime contractor who wins an award in which provision of a Small Business Subcontracting Plan is a condition of the award shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency

or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

D. Advertisement and Use of Proprietary Marks:

Supplier shall not use the Virginia Department of Forestry (VDOF) directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VDOF. In no event may Supplier use a proprietary mark of VDOF without receiving the prior written consent of the Department.

E. Performance:

The Contractor shall warrant that all Services will be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in its profession. The Contractor shall warrant the Solution in its entirety, which shall be comprised of all software, services, and deliverables. The Contractor shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, Deliverables and Services furnished under this contract. Services and any associated Deliverables shall be fit for the particular purposes specified by VDOF in the RFP and in this contract, and Contractor is possessed of superior knowledge with respect to the Services and Deliverables and is aware that VDOF is relying on Contractor's skill and judgment in providing the Services and Deliverables. The documentation which Contractor is required to provide under this contract shall be sufficient in detail and content to allow a user/programmer to understand and fully utilize the Deliverables without reference to any other materials or information.

F. Certification Testing / Acceptance – Systems:

The system specified in the contract shall be considered ready for testing upon receipt of documentation from the Contractor specifying that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance capabilities specified.

Service(s) shall be deemed accepted when VDOF determines that such Service(s) meets the requirements set forth in the RFP. If applicable, Contractor shall be responsible for ensuring that any individual Deliverable functions properly with any other Deliverable provided. Should a previously accepted Deliverable require further modification in order to work properly with any other Deliverable, Contractor shall be responsible for all costs associated with such modification. VDOF will commence User Acceptance Testing (UAT) within five (5) working days, or within such other period as set forth in the RFP, after receipt of the Service. Certification testing will comprise sixty (60) days of uninterrupted performance, or such longer period as may be agreed in writing between VDOF and Supplier, for each Deliverable or for the first instance of each Service type set forth in the Pricing Schedule. Contractor agrees to provide to VDOF such assistance and advice as VDOF may reasonably require, at no additional cost, during such certification testing. Upon request,

VDOF will provide written confirmation of its acceptance following successful completion of installation and acceptance testing. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements or the nonexistence of potential latent defects.

G. Confidentiality (Commonwealth):

The Commonwealth agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto except as specifically authorized by the Contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the Contractor's responsibility to fully comply with § 2.2-4342 D of the Code of Virginia. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Commonwealth.

H. Confidentiality (Contractor):

The Contractor assures that information and data obtained as to personal facts and circumstances related to clients shall be collected and held confidential during and following the term of this agreement and shall not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project shall be required to sign the confidentiality statement in this solicitation.

I. Claims:

The Contractor shall be responsible for resolution of all claims resulting from work performed under this contract. Claims made to VDOF under this contract shall be referred to the Contractor for handling. Failure to properly respond to and resolve property damage and claims constitutes unsatisfactory performance and may result in cancellation of the contract.

J. Contractor's Title to Materials:

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that they have clear title to all materials and supplies for which they invoice for payment.

K. IT Security

The vendor shall be responsible to fulfill the following IT security requirements:

1. Statement on Standards for Attestation Engagements (SSAE-16) – The Vendor shall be required to conduct an annual SSAE-16 review and provide the SSAE-16 report to the VDOF Director of Information Systems.
2. COV ITRM Policies and Standards – The Vendor shall be held responsible for compliance to all COV ITRM Policies and Standards, as applicable, found at:
<http://vita.virginia.gov/library/default.aspx?id=537#projectManagement>

L. License Grant:**1. Option 1 – Software licensed by Supplier**

- a. Contractor grants to the Virginia Department of Forestry (VDOF) a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable object code license to use, copy, modify, transmit and distribute the Software and Documentation including any subsequent revisions, in accordance with the terms and conditions set forth herein and subject only to the limitations and/or restrictions explicitly set forth in this Contract. It is expressly understood that “perpetual” license rights shall commence upon delivery of the Software to VDOF and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract. The Software is the property of Contractor, and no title or ownership of the Software or any of its parts, including Documentation, shall transfer to VDOF.
- b. VDOF shall have the right to use, copy, modify, transmit and distribute the Software for their benefit, for government use and purposes, and for the benefit of their agents, including internal and third-party information processing.
- c. VDOF may allow access to the Software by third party vendors who are under contract with VDOF to provide services to or on behalf of VDOF, or by other entities as required for conducting the business of government. Access includes loading or executing the Software on behalf of VDOF or their agents.
- d. The license fee includes a test system copy, which consists of the right to use the Software for non-production test purposes, including but not limited to, problem/defect identification, remediation, and resolution, debugging, new version evaluation, Software interface testing, and disaster recovery technique analysis and implementation.
- e. In the event that all of VDOF’s copies of the Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other disaster, Contractor shall provide to VDOF, at no additional cost, replacement copies of the Software and Documentation. Nothing contained in this Section shall obligate Contractor to replace or assist in the recovery of data lost concurrent with the loss of the Software.
- f. VDOF may make a reasonable number of copies of the Software and Documentation for use in training, support, demonstrations, backup, archiving, disaster recovery and development, and may run the Software concurrently at a back-up site, for no additional license fees or costs. VDOF agrees that any copies of the Software or Documentation that it makes under this Contract shall bear all copyright, trademark and other proprietary notices included therein by Contractor. VDOF may add its own copyright or other proprietary notice, or copyright or other proprietary notice of the Commonwealth, to any copy of the Software or Documentation, which contains modifications to which the Commonwealth or VDOF has ownership rights pursuant to this Contract.
- g. Except as expressly authorized, VDOF shall not distribute the Software to any third party without Contractor’s prior written consent.

- h. Except as provided or allowed by law, no party shall reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any software or other intellectual property of any other party.

[end Option 1]

2. Option 2—Software licensed by Software Publisher

- a. Contractor shall provide Software as part of its Solution. Such Software shall be licensed directly from the Software Publisher through an end user licensing agreement.

[end Option 2]

Nothing contained herein shall be construed to restrict or limit the rights of the Commonwealth or VDOF to use any technical data, which the Commonwealth or VDOF may already possess or acquire under proper authorization from other sources.

M. Latest Software Version:

Any software product(s) provided under the contract shall be updated to the latest version available to the general public throughout the life of the contract.

N. Material Software Modifications:

The Vendor shall notify the VDOF Director of Information Systems of all material modifications prior to deployment of the modifications.

O. Product Substitutions:

During the term of any contract resulting from this procurement, the Contractor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the VDOF Representative.

P. Third Party Acquisition of Software:

The Contractor shall notify VDOF in writing should a third party acquire its property, associated business, or all of its assets. The Contractor further agrees that the contract's terms and conditions- including all license rights and related services- shall not be affected by the acquisition. Prior to completion of the acquisition the Contractor shall obtain, for the Commonwealth's benefit, and deliver thereto the assignee's agreement to fully honor the terms of the contract.

Q. Work Product:

Any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with the Commonwealth.

VDOF and Contractor each acknowledge that performance of this contract may result in Work Product. The Parties shall document all Work Product specifications and such specifications shall be made an incorporated exhibit to this contract. Contractor agrees that it shall promptly and fully disclose to the Commonwealth any and all Work Product generated, conceived, reduced to practice or learned by Contractor or any of its employees, either solely or jointly with others, during the term or performance of this contract, which in any way relates to the business of the Commonwealth or VDOF. Contractor further agrees that neither Contractor nor any of Contractor's employees, nor any

party claiming through Contractor or Contractor's employees, shall, other than in the performance of this contract, make use of or disclose to others any proprietary information relating to the Work Product. All Services performed hereunder shall include delivery of all Work Product source code, object code, executables, and documentation. Contractor shall at no time deny access to the Work Product, regardless of form, by the Commonwealth.

Clarification: Work Product is anything developed specifically for VDOF to make the Commercially Available S/W work and will be paid for in the way of Services. Normally, anything paid for by the Commonwealth belongs to the Commonwealth.

R. **Title to Software:**

By submitting a proposal, the Offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract shall violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

S. **Pre-existing Work:**

Pre-existing Work includes all packaged, new and enhanced software; including but not limited to, source code and data models, developed at Contractor's sole expense, for the software product, including any software developed during the term of the contract. Pre-existing Work does not include any interface code or data models created specifically for VDOF and paid for solely by VDOF or public funds.

T. **Warranty against Shutdown:**

The Contractor warrants that the software provided under the contract does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent VDOF's use lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

Contractor has used its best efforts through quality assurance procedures to ensure that there are no computer viruses or undocumented features in the software at the time of delivery to VDOF. Notwithstanding any rights granted under this contract or at law, Contractor hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Contractor agrees VDOF may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

U. **Replacement Software:**

All Contractor-provided replacement software is to be included in the contract at no additional cost to VDOF.

V. **Warranty (Commercial):**

The Contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties, such as those that the Contractor provides to any customer for identical goods or services. The Contractor also agrees that the rights and remedies provided therein are in addition to and do not limit those available to the

Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the Offeror's proposal.

W. Source Code:

In the event the Contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have, use, and duplicate for its own use a copy of the source code and associated documentation for the software products covered by the contract. Until a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such Contractor-owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.

X. Open Source:

Supplier will notify Agency if the Software contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this contract.

Y. Term of Software License:

Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be fully paid, perpetual, worldwide, nonexclusive, transferable, and irrevocable. However, the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred. With advance written notice to Supplier, the Commonwealth may transfer, assign, or allow access to the Software and Documentation by third party Offerors who are under contract with the Commonwealth to provide services to or on behalf of VDOF. Access includes using, copying, modifying, transmitting, loading or executing the Software solely on behalf of or for the benefit of the Commonwealth, as long as such third party Offeror agrees to comply with the confidentiality and use restrictions contained in this Contract.

If and to the extent that any pre-existing rights are embodied or reflected in the Solution and Service Deliverables, the Contractor hereby grants to the Commonwealth an irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, and (ii) allow the Commonwealth, VDOF, and its agents to do any or all of the foregoing, but only for the benefit of the Commonwealth. It is expressly understood that "perpetual" license rights shall commence upon delivery of the Service Deliverables and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract.

Z. Warranty of Software:

The Contractor warrants the operation of all software products for a period of twelve (12) months from the date of acceptance. During the warranty period, the Contractor shall provide toll-free phone support and all patches, fixes, revisions, updates, upgrades, and minor releases to both the software and its supporting documentation.

AA. Software Evolution:

Should Contractor or Software Publisher merge or splinter the Software previously provided to VDOF, such action on the part of Contractor or Software Publisher shall not in any way result in VDOF being charged additional license or support fees in order to receive enhancements, releases, upgrade or support for the Software.

If Contractor or Software Publisher reduces or replaces functionality contained in a licensed Software product and provides the same or substantially similar functionality as or within a separate or renamed Software product, then the Commonwealth shall be entitled to license such Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Contractor or Software Publisher releases an option, future Software product or other release that has substantially the same functionality as the Software products provided under this contract, and Software Publisher and/or Contractor ceases to provide maintenance for the older Software product, then Contractor shall offer the Commonwealth the option to exchange licenses for such replacement Software product or function at no additional charge.

VDOF is only entitled to future releases of the modules that VDOF has already purchased. If the Offeror adds new modules, VDOF is not entitled to that functionality. The Offeror may disable such additional modules prior to delivery to VDOF. Subject to the above, additional license fees will not be required for any additional modules delivered to VDOF unless VDOF is/has purchased those modules.

BB. End User Licensing Agreement (EULA) Terms and Conditions:

Any resulting agreement shall be defined by a written contract, which shall be binding only when fully executed by both parties. VDOF intends for the terms and conditions of this contract to govern the delivery and support of the New Solution.

VDOF will not entertain any Offeror-provided standard agreements. However, VDOF acknowledges that there may be situations wherein an Offeror's proposed products/solution contains software subject to terms of a software publisher's end user licensing agreement (EULA). Under such circumstances, Offeror is advised that VDOF, as a government entity, cannot by law or by policy, accept certain terms and conditions frequently found in commercial EULAs and that if the software publisher is unwilling to modify its EULA to be consistent with Commonwealth law and policy, VDOF may not make an award to Offeror for provision of such software and, if such software is a necessary component of Offeror's products/solution, for provision of the products/solution.

Therefore, if Offeror proposes products/solution that will require the Commonwealth to execute a EULA, either as a signed agreement or as "click wrap", with a software publisher, Offeror shall, prior to the date of contract award, if any, for each such software publisher, obtain the written consent of such software publisher to the terms and conditions of the "Agency EULA Addendum," or to such other terms and conditions which are acceptable to VDOF.

If an Offeror's proposed Service/Solution requires VDOF to execute a license agreement, the Offeror shall contact the Contract Officer, Amy Ricotta, who will provide the "License Agreement Addendum" terms. VDOF may not make an award to an Offeror who fails to obtain consent of software publishers to the terms and conditions of the "Agency EULA Addendum" or such other

terms and conditions which are acceptable to VDOF. VDOF reserves the right to suspend negotiations with an Offeror who does not submit such written consent in a timely manner. This requirement applies to all software to be provided by an Offeror.

The final terms and conditions of the contract shall be agreed upon during negotiations; however, VDOF's business requirements are embodied in its standard agreement and Offeror is to give them the same careful review and consideration as the other requirements set forth in this solicitation.

Offeror is to provide any comments regarding any exceptions to the contract document in the form of margin notes or redlines with suggested language where required. Offeror is encouraged to utilize the VDOF point of contact to address any questions it may have regarding any part of the VDOF contract or EULA addendum.

CC. Escrow Agreement:

Contractor shall maintain copies of all Software source code, stored procedures, and related technical and user Documentation, in English, in an escrow account, and shall maintain with escrow agent the executed agreement. VDOF acknowledges that, prior to the Effective Date of this Contract, Contractor delivered to VDOF and VDOF received a copy of the executed Escrow Agreement naming the Commonwealth of Virginia as a third party beneficiary. VDOF has reviewed Escrow Agreement to ensure that such Escrow Agreement does not impose upon the Commonwealth any requirements other than administrative responsibilities necessary for the operation of the Escrow Agreement. If events give rise to a need for the escrow agent to release escrowed materials to the Commonwealth, the Commonwealth's sole responsibility shall be to request the release of such materials from the escrow agent. Contractor agrees to notify VDOF in writing not less than thirty (30) calendar days prior to termination or any modification of Escrow Agreement. Contractor warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of the Commonwealth are specifically identified and listed in the Escrow Agreement and include the most current version used by VDOF of:

1. the source code for the Software and stored procedures,
2. all Documentation related thereto as well as all necessary and available information, proprietary information in English, and

technical Documentation in English which shall enable VDOF or its Agent to create, maintain and/or enhance the Software without the aid of Contractor or any other person or reference to any other materials, maintenance tools (test programs and program specifications), or proprietary or third party system utilities (compiler and assembler descriptions); descriptions of the system/program generation; and descriptions of any Contractor tools required to enable Agency to continue to use the Software.

Contractor warrants that the Escrow Agreement provides for, among other items, the release of the list of items of the Escrow Agreement upon the happening of certain events, including, but not limited to, Contractor's failure to carry out its support and maintenance obligations imposed by this Contract for a period of sixty (60) days, Contractor's default under this Contract, Contractor's bankruptcy, Contractor's failure to continue to do business in the ordinary course. Contractor agrees to pay all expenses associated with establishing and maintaining the escrow account and the contents mentioned above.

Subject to the information and materials listed on the Escrow Agreement being released to the Commonwealth pursuant to the terms of the Escrow Agreement, which is an agreement supplementary hereto, Contractor hereby grants to the Commonwealth a royalty-free, perpetual, irrevocable license, that permits disclosure to a third party support-Officer of a complete and accurate copy of then-current source code for the Software licensed hereunder, along with all related documentation.

DD. Service Period Routine:

The Contractor shall be responsible for all travel costs, labor, parts, and incidentals associated with maintenance service visits.

EE. Term of Contract:

The initial contract term shall be for a period of three (3) years with the effective date of the contract to be determined at time of award. Prices shall remain fixed during this period.

FF. Renewal of Contract:

Maintenance of the software specified in this contract may be renewed by VDOF for two (2) successive additional one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of VDOF's intention to renew the contract shall be given approximately ninety (90) days prior to the expiration date of each contract period. Detailed requests for price increases shall be substantiated in writing. VDOF shall retain sole discretion in its decision to renew the contract or allow price increases/decreases.

1. If VDOF elects to exercise the option to renew the contract for an additional one-year period, the maintenance costs for a succeeding one-year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Services Category of the CPI-W section, Table 4 of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, VDOF elects to exercise the option to renew the contract, the maintenance costs for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Services Category of the CPI-W section, Table 4 of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

GG. Transition Services:

Prior to or upon expiration or termination of this contract and at the request of VDOF, the Contractor shall provide all assistance as VDOF may reasonably require to transition services to any other Contractor with whom VDOF contracts for provision of Software-related services. This obligation may extend beyond expiration or termination of the contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Contractor or a termination due to Contractor's status as a party excluded from Federal Procurement and Non Procurement Programs, the Contractor shall provide such assistance at no charge or fee to VDOF;

otherwise, Contractor shall provide such assistance at a reasonable hourly rate or a charge agreed upon by Contractor and VDOF.

HH. Termination for Convenience:

VDOF may terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason ("Termination for Convenience"). In addition, VDOF may immediately terminate this contract, in whole or in part, or any order issued hereunder, if the Contractor becomes a party excluded from Federal Procurement and Non-procurement Programs. VDOF shall provide written notice to the Contractor of such termination, and the Contractor shall provide prompt written notice to VDOF if federal debarment proceedings are instituted against Contractor. The Contractor shall submit any contractual dispute or order dispute to VDOF for resolution according to the terms of the Dispute Resolution Section of this RFP. Upon termination, the Commonwealth shall have no future liability except for Software accepted or Services rendered by Contractor prior to the termination date. Termination of this contract or any order shall not affect any perpetual license granted pursuant to this contract, provided all fees for such license have been paid.

II. Termination for Breach or Default:

VDOF shall have the right to terminate this contract, in whole or in part, or any order issued hereunder, in whole or in part, for breach and/or default of Contractor ("Termination for Breach" or "Termination for Default"). The Contractor shall be deemed in breach and/or default in the event that Contractor fails to meet any material obligation set forth in this contract or in any order issued hereunder.

If VDOF deems the Contractor to be in breach and/or default, VDOF shall issue a "Show Cause Notice" identifying the failure/nonperformance and providing Contractor fifteen (15) days to cure the failure/nonperformance. If Contractor fails to answer the Show Cause Notice, or does not correct the deficiencies noted, VDOF may immediately terminate this contract or any order issued hereunder, in whole or in part. Such termination shall be deemed a Termination for Breach or a Termination for Default. In addition, if the Contractor is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352, VDOF may immediately terminate this contract, in whole or in part, for breach. VDOF shall provide written notice to Contractor of such termination, and Contractor shall provide prompt written notice to VDOF if Contractor is charged with violation of 31 USC 1352.

Upon Termination for Breach or Termination for Default, neither the Commonwealth nor VDOF shall have any future liability except for services rendered by Contractor and accepted by VDOF or Software delivered by Contractor and accepted by VDOF prior to the termination date. The Contractor shall accept return of any Software that was not accepted by VDOF, and Contractor shall refund any monies paid by VDOF for such Product. All costs of de-installation and return of Software shall be borne by Contractor.

Additionally, the Contractor shall be required to pay additional costs incurred when hiring another contractor to complete the work.

The failure of VDOF to exercise its right to terminate for breach and/or default under this provision shall not be construed as a waiver of its right to terminate for breach and/or default, rescind or

revoke this contract or any order issued hereunder in the event of any subsequent breach and/or default of any provisions of such agreements.

The Contractor shall submit any contractual dispute or order dispute to VDOF for resolution according to the terms of the Dispute Resolution Section.

JJ. Manner of Conducting Work at Job Site:

1. All work shall be performed according to the industry standards and to the complete satisfaction of VDOF.
2. The Contractor shall be responsible for the conduct of all Contractor's or subcontractor's personnel while at the job site. All personnel involved with VDOF contract related work shall obey all laws and VDOF rules and regulations.
3. VDOF reserves the right to require the immediate removal from its premises of any Contractor or subcontractor personnel who VDOF believes has failed to comply or whose conduct or behavior is unacceptable or results in a security or safety breach.

KK. Security Compliance:

Contractor agrees to comply with all current COV ITRM Policies and Standards, as applicable, found at: <http://www.vita.virginia.gov/library/default.aspx?id=537>.

Contractor further agrees to comply with all provisions of VDOF's then-current information security and physical security procedures as are pertinent to Contractor's operation and which have been supplied to Contractor by VDOF. Contractor shall also comply with all applicable Federal, state and local laws and regulations. For any individual VDOF location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Contractor's employees or agents. Contractor may, at any time, be required to execute and complete, for each individual Contractor employee or agent, additional forms which may include non-disclosure agreements to be signed by Contractor's employees or agents acknowledging that all VDOF information with which such employees and agents come into contact while at VDOF site is confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or an employee or agent of Contractor shall constitute a breach of this contract.

Contractor shall indemnify, defend, and hold the Commonwealth, VDOF, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VDOF, their officers, directors, agents or employees, on account of the failure of Contractor to perform obligations pursuant to this Section.

LL. Data Management Compliance:

Contractor agrees that all proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at <http://www.vita.virginia.gov/oversight/default.aspx?id=10344>.

MM. General Provisions:

1. ***Relationship between VDOF and Contractor*** – Contractor has no authority to contract for VDOF or in any way to bind, to commit VDOF to any agreement of any kind, or to assume

any liabilities of any nature in the name of or on behalf of VDOF. Under no circumstances shall Contractor, or any of its employees, hold itself out as or be considered an agent or an employee of VDOF, and VDOF shall have no duty to provide or maintain any insurance or other employee benefits on behalf of Contractor or its employees. Contractor represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that VDOF is not responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Contractor. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this contract shall be paid or withheld by Contractor or, if assessed against and paid by VDOF, shall be reimbursed by Contractor upon demand by VDOF.

2. ***Incorporated Contractual Provisions*** – The contractual provisions at the following URL are mandatory contractual provisions, required by law or by Agency, that are hereby incorporated by reference:

<http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>

<http://www.vita.virginia.gov/uploadedfiles/SCM/eVATsandCs.pdf>

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at <http://www.vita.virginia.gov/procurement/documents/eVATsandCs.pdf> are also incorporated by reference.

The terms and conditions in documents posted to the afore referenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VDOF policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Contractor is advised to check the URLs periodically.

Terms and Conditions included in this RFP will be part of any resulting contract. Offerors must indicate they have read and accept these terms and conditions or include discussion on ones taken exception to.

3. ***Clarification*** – Linking to URLs is quite acceptable contract form. Doing formal modifications becomes onerous for both parties. VDOF has included by text and reference to links in the RFP to make post-award administration more efficient for both parties. VDOF recommends the selected Offeror visit the links provided two (2) times per year (February and August) to become aware of updates, if any. A formal amendment to the agreement is not required for these mandatory terms that are the result of Commonwealth of Virginia legislation and VA Code changes.
4. ***Compliance with the Federal Lobbying Act*** – Contractor shall not, in connection with this Contract, engage in any activity prohibited by 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time there under (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this

Contract, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

Contractor is hereby advised that a significant percentage of the funds used to pay Contractor's invoices under this Contract may be federal funds. Under no circumstances shall any provision of this Contract be construed as requiring or requesting the Contractor to influence or attempt to influence any person identified in 31 USC 1352(a)(1) in any matter.

5. ***Dispute Resolution*** – In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures. Contractor may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

6. ***Force Majeure*** – No Party shall be responsible for failure to meet its obligations under this contract if the failure arises from causes beyond the control and without the fault or negligence of the nonperforming Party. If any performance date under this contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VDOF, by written notice given during the postponement or extension, may terminate Contractor's right to render further performance after the effective date of termination without liability for that termination, and in addition VDOF may terminate any order affected by such postponement or delay.

7. **Right to Audit** – VDOF reserves the right to audit those Contractor records that relate to the Software purchased and Services rendered or the amounts due Contractor for such services under this contract. VDOF’s right to Audit shall be limited as follows:

- Three (3) years from Software delivery or Service performance date;
- Performed at Contractor’s premises, during normal business hours, at mutually agreed upon times; and
- Excludes access to Contractor cost information.

In no event shall Contractor have the right to audit, or require to have audited, VDOF.

8. **Severability** – Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. Agency and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.
9. **Survival** – The provisions of this Contract regarding Software License, Warranty, Escrow, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

NN. Errors and Omissions Insurance:

In addition to the insurance coverage required by law as referenced in the Incorporated Contractual Provisions section, Contractor shall carry errors and omissions insurance coverage in the amount of \$2,000,000 per occurrence, with a \$5,000,000 cap.

OO. Liability and Indemnification:

Supplier agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, VITA, and VDOF, their officers, directors, agents and employees (“Commonwealth’s Indemnified Parties”) from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys’ and accountants’ fees and disbursements) and costs (each, a “Claim” and collectively, “Claims”), incurred by, borne by or asserted against any of Commonwealth’s Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software or the Services, or (v) any actual or alleged infringement or misappropriation of any third party’s intellectual property rights by any of the Software or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to Agency.

In the event that a Claim is commenced against any of Commonwealth’s Indemnified Parties alleging that use of the Software or that the provision of Services under this contract infringes any third party’s intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VDOF in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this contract. Supplier shall in such event protect the interests of the

Commonwealth's Indemnified Parties and secure a continuance to permit VDOF to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VDOF may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software or Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for VDOF the right to continue use of such infringing Software or Services, or any component thereof; or (b) replace or modify such infringing Software or Services, or any component thereof, with non-infringing products or services satisfactory to VDOF. And in addition, Supplier shall provide VDOF with a comparable temporary replacement Software or reimburse VDOF for the reasonable costs incurred by VDOF in obtaining an alternative product in the event VDOF cannot use the affected Software. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Software or Services, along with any other components of any products rendered unusable by VDOF as a result of the infringing component, and refund the price paid to Supplier for such components.

Supplier shall have unlimited liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, and (vi) Supplier's security compliance obligations. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct.

IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

X. METHOD OF PAYMENT

A. METHOD OF PAYMENT

1. Payment

- i. One payment shall be made for each phase of the project – upon the satisfactory completion of that phase as determined solely by the VDOF.
- ii. Payment for the hosting services shall be monthly in arrears. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with the pricing schedule. Should the contract be terminated prior to the end of the maintenance period to be paid for in arrears, VDOF will compensate the supplier in a straight-line proration for support time that has been provided during the maintenance period up to the effective date of termination.

2. Invoice

- i. Invoices for goods/services ordered, delivered, and accepted shall be submitted based on the agreed upon delivery schedule by the Contractor directly to the Invoice Point shown on the purchase order. Invoices must reference the Purchase Order and Contract Number Federal Employer Identification (FIN), or for individual contractors Social Security Number, Itemized Description of Supplies/Services provided (issued first by VDOF) to be valid for Billing Period, and Total Amount Due.
- ii. Payments will be made within thirty (30) days after receipt of a properly presented invoice and acceptance of completed work. The Contractor shall submit invoices by the 10th of the month following the month a project phase deliverable was approved by VDOF to:

VA Department of Forestry
Attn: Melanie Seigler
900 Natural Resources Drive, Suite 800
Charlottesville, VA 22903

XI. ATTACHMENTS

Attachments to this RFP are contained on the following pages and include:

- ATTACHMENT A – OFFEROR DATA SHEET
- ATTACHMENT B – SMALL BUSINESS SUBCONTRACTING PLAN
- ATTACHMENT C – VIRGINIA STATE CORPORATION COMMISSION
- ATTACHMENT D – PROPRIETARY/CONFIDENTIAL INFORMATION SUMMARY FORM
- ATTACHMENT E – NON-DISCLOSURE STATEMENT
- ATTACHMENT F – STANDARD CONTRACT
- ATTACHMENT G – SYSTEM REQUIREMENTS RESPONSE MATRIX
- ATTACHMENT H – COST RESPONSE

ATTACHMENT A – OFFEROR DATA SHEET

1. **QUALIFICATIONS OF OFFEROR:** The Offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service. _____ Years _____ Months
3. **REFERENCES:** Indicate either below or by attachment a listing of at least three (3) clients that your firm has provided the products and/or services described in the proposal. Include the dates service was furnished, and the name, address, email address, telephone and fax number of the person the purchasing agency has your permission to contact. A narrative statement should be provided for each reference, describing the scope, size and type of service provided to each reference. Please verify that the contact persons whom you have listed below are still employed with these firms prior to submitting their names.

CLIENT'S NAME AND ADDRESS	BEGIN & END DATES OF SERVICE	NARRATIVE STATEMENT	PERSON TO CONTACT AND TELEPHONE, FAX NUMBER AND EMAIL

4. Is your firm currently registered as an **eVA Offeror**? ___ No ___ Yes
Note: Registration is a requirement to receive an award.
5. Is your firm a **faith-based organization**? ___ No ___ Yes

ATTACHMENT B – SMALL BUSINESS SUBCONTRACTING PLAN



Failure to complete, sign and return Section A or B of this Attachment as per the Special Terms and Conditions of this solicitation MAY result in your proposal being rejected

If you have any questions contact Amy Ricotta at 434.220.9009 or email: Amy.Ricotta@dof.virginia.gov for assistance.

SPECIAL NOTICE TO OFFEROR

This solicitation contains Attachment B Small Business Subcontracting Plan. **This must be completed by if the Offeror intends to utilize Department of Minority Business Enterprise (DMBE) subcontractors.** Subcontractors included in Section B of the Small Business Subcontracting Plan must be certified as a small business by the Commonwealth of Virginia, DMBE by the due date of this solicitation to participate in the SWaM Program.

ATTACHMENT B

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions

1. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
2. If you are not a DMBE-certified small business, complete Section B of this form. For the Offeror to receive credit for the small business subcontracting plan evaluation criteria, the Offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each Offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the Offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a **(check only one below):**

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Small Business Subcontracting Plan

Definitions

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

ATTACHMENT C – STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. The Offeror:

☐ is a corporation or other business entity with the following SCC identification number: _____

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location) -

OR-

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

ATTACHMENT D – PROPRIETARY/CONFIDENTIAL INFORMATION SUMMARY FORM

SECTION TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING INFORMATION FROM DISCLOSURE

*Identify the reason for withholding from disclosure in accordance with the Code of Virginia § 2.2-4342F

ATTACHMENT E – NON-DISCLOSURE STATEMENT FORM**STATEMENT OF UNDERSTANDING**

The procurement of goods and services by a public body from a private enterprise is a sensitive process governed by law. We must be assured that all public parties involved in the selection process do nothing to contribute to the “**fact**” or “**appearance**” of any impropriety or personal interest in the outcome of the procurement. Commonwealth law and policy requires that each individual be totally objective in arriving at their conclusions in the evaluation process. To better make you aware of the sensitivity of public procurements, each person serving on this evaluation/selection committee will be required to agree and comply with the following statements derived from *Article 6, Ethics In Public Contracting, Virginia Public Procurement Act*.

- A. I certify that I am not a paid officer or director of any firm which is expected to respond to this Request for Proposals (**RFP**). Similarly, no member of my immediate family is a paid officer or director of any firm which is expected to respond to this **RFP**.
- B. I certify that neither I, nor any member of my immediate family, do not directly owe money to any employee or officer of any firm which is expected to respond to this **RFP**.
- C. I certify that I do not have any funds invested in any firm which is expected to respond this **RFP**. Similarly, neither I nor any member of my immediate family own or control an interest in any firm which is expected to respond to this RFP.
- D. I certify that I nor any member of my immediate family, received lodging, entertainment, transportation, money or anything else of value offered by an employee or officer of any firm which is expected to respond to this **RFP**. (This includes tickets to sporting events or shows, meals or lodging, gifts, etc.). During and after the procurement process, I will not accept any of the forgoing from any employee or officer of any firm which is expected to respond or did responded to the **RFP**.

NOTE: Exceptions to D. must be approved by the Agency Director initiating the procurement action. Such approval could include acceptance of a meal which is widely offered to many individuals inside and outside the agency (i.e. provided on-site when a break in the proceedings is not practicable.)

NON DISCLOSURE STATEMENT

Page 2 of 2

- E. I certify that I have not received any compensation from any firm which is expected to respond to this **RFP**. No member of my immediate family has received compensation, salary or wages in excess of \$10,000 from any firm which is expected to respond to this **RFP**.

NOTE: If at any time during the evaluation/selection process, I find that I, or any member of my immediate family, have a personal interest in any firm responding to this RFP, I will promptly notify the chairperson of this conflict and voluntarily remove myself from this evaluation/selection process.

- F. During the course of this procurement, I understand that **all** communication with firms regarding this **RFP** must be handled by the Contract Officer. I agree not to contact firms responding to this **RFP**, and if any of these firms attempt to contact me directly, I agree to refer the firm to the chairperson. I also agree that the information acquired through this evaluation/selection process will not be divulged to anyone outside the panel until after award of the contract resulting from this process.

I further agree to abide by all the policies/procedures contained in this document relative to this procurement as well as any other instructions and directions issued by Contract Officer.

Signature

Title

Entity

Date

ATTACHMENT F – STANDARD CONTRACT

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

(for use with Competitively Negotiated contracts only)

Contract Number: _____

This contract entered into this ____ day of _____, 20____,
by _____ hereinafter called the "Contractor" and Commonwealth of
Virginia, _____ (Department, Agency, Division) called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;

Attachment _____, Date _____
Attachment _____, Date _____

- (3) The Contractor's Proposal dated _____ and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____ By: _____

Title: _____ Title: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

ATTACHMENT G – SYSTEM REQUIREMENTS RESPONSE MATRIX

(Please see attached Excel spreadsheet)

Attachment H - Cost Proposal

Instructions:

Complete the information requested below - based on your firm's response to the questions in Attachment G - System Requirements Response Matrix and other questions throughout the RFP. All one-time and recurring costs and any underlying assumptions on the part of the Supplier are to be clearly, conspicuously and fully disclosed. Table 1 requests the proposed Total Cost of Ownership with Infrastructure hosted at the Virginia Information Technologies Agency (VITA). For Table 1, the hosting requirements (26.01 thru 26.49) in Attachment G with a green asterisk should be disregarded because they will be met by VITA. Table 2 requests the proposed Total Cost of Ownership with the firm providing all aspects of hosting as identified in Attachment G.

A. Software Price Proposal

The software price proposal will enable the VDOF to evaluate the total cost of ownership for the proposed software solution. The overall price of ownership includes the following items:

- The license fee for the proposed software including fees for any associated tools (application development, reporting, system management, etc.) related to the integrated software solution. License fees must be provided for each of the application modules;
- The license fee(s) for relational database management systems;
- The annual maintenance and technical support fees for the software and any associated tools;
- The cost of educational and training services for VDOF personnel on the functional and technical components of the proposed integrated software solution; and
- The cost of all related documentation.

1. Application and Tool License Fees

Provide the information that follows related to application and tool license fees.

- a. Fully define the major software components/modules being proposed and the Offeror's pricing strategy, including any variables and options. If pricing is based upon some pricing mechanism other than those listed below, please explain the pricing strategy and provide the licensing fees.

If pricing is based upon *number of users*, provide the following additional information:

- 1) Describe what method, concurrent users or named users, is being used for pricing.
- 2) Describe what constitutes a user.
- 3) Describe whether pricing is calculated by module or license group.

- b. Provide the price proposal for licensing every application module and tool necessary to meet the functionality requirements specified in this RFP. Examples of tools that might be included are:
- Development tools
 - Query and reporting tools
 - Forms generation tools
 - Database access or “seats”
 - Other products (middleware, operating system software, etc.) the Offeror believes are required for successful implementation.

Please adhere to the following guidelines in preparing the Offeror’s software price proposal:

- The licensing cost for each application module and tool is to be quoted separately, if they are offered as separate products.
- Clearly indicate any application modules and tools not included in the price.
- If the total price for purchasing all proposed application modules and tools is different from the sum of the individual prices, please show the difference as a discount.
- Indicate whether the purchase price includes a warranty period.
- Describe any limitations related to the source code included as part of the purchase price.
- Indicate whether there are any other related costs (shipping, site preparation, etc.) related to the application or development tool license fee. If so, please specifically list those items and provide price quotations.

2. Maintenance and Technical Support Fees

Maintenance and technical support fees must cover the proposed integrated software solution and associated tools needed to implement the integrated software solution. Provide the following information related to technical support and maintenance fees:

- a. Clearly delineate the Offeror's maintenance and support included in the initial license fee from the Offeror's maintenance and support services covered under annual technical and maintenance agreements.
- b. Fully define the Offeror’s major components and variables of its pricing strategy for annual software maintenance and support.
- c. State the proposed annual maintenance and support costs for every application module and tools being proposed. Ensure that maintenance and support costs of all tools necessary to provide the full solution are included in the price proposal, whether provided by the Offeror or third-party vendors. This includes any of the tools described in the Scope of Services.
- d. The cost for maintenance and support of each item is to be quoted separately, if offered separately. Clearly indicate any modules not included in the price. If the total price for maintaining and supporting all proposed application modules and tools is different than the sum of the individual

prices, please show the difference as a discount. Detail any annual rate or price increases for maintenance and technical support that the VDOF will incur over the next five years.

- e. Disclose hourly rate information for technical support and maintenance outside the standard technical support and maintenance agreements.
- f. Provide any other information needed for the VDOF to understand adequately the proposal for annual support and maintenance.

B. Implementation Price Proposal

The scope of implementation services required for the VDOF project includes all project management, system analysis, design, configuration, development, testing, implementation, and training material development and delivery required to implement the VDOF system. The Project Management Requirements will address the project management processes and deliverables necessary to successfully integrate, execute, monitor, and control all work necessary to meet the functional, technical and implementation services requirements specified in this RFP. The Implementation Services Requirements will address the services and deliverables specific to the design, development, testing, training, and delivery of the Fiscal and Nursery Inventory System. The implementation services will include the network and server provisioning for the development and testing environments early in the project to facilitate the fit-gap analysis, initial configuration, and general design. The implementation services will also include network and server provisioning for the production system and all other services required to deliver the systems functionality defined within this RFP.

In Table 3: Rate Table, please provide a fixed hourly rate for each proposed category of services to be utilized by the Offeror in providing the implementation services described in this RFP. Over the life of the contract, the VDOF may accept annual changes in this hourly rate not exceeding the annual Consumer Price Index-All Urban Consumers (CPI-U). Decreases in the hourly rate charged by the Offeror will be accepted by the VDOF at any time during the life of the contract.

Total Cost of Ownership with Infrastructure at VITA							
Cost Source	Initial	Year 1	Year 2	Year 3	Year 4	Year 5	Total
1. Software acquisition							
2. Software modification, configuration, etc.							
3. Software development							
4. Professional implementation services							
5. Data conversion							
6. Third-party applications							
7. Ongoing software and database licenses							
8. Other costs (itemize)							
9. Initial hardware acquisition	n/a	n/a	n/a	n/a	n/a	n/a	n/a
10. Hardware Implementation Services & Fees	n/a	n/a	n/a	n/a	n/a	n/a	n/a
11. Hardware Maintenance	n/a	n/a	n/a	n/a	n/a	n/a	n/a
12. Initial and ongoing user training,							
13. Networking infrastructure	n/a	n/a	n/a	n/a	n/a	n/a	n/a
14. Other one-time professional services (itemize)							
15. Other one-time costs (itemize)							
16. Ongoing professional services							
17. All relevant hosting requirements in Attachment G - (i.e., 26.01 through 26.49)							
18. Other ongoing costs associated with the systems after initial implementation. (itemize)							
19. Other costs (itemize)							
Total Price (Yearly)							
Amortized Payments (Yearly)							

Table 1: Infrastructure at VITA

Total Cost of Ownership with Vendor-Supplied Infrastructure							
Cost Source	Initial	Year 1	Year 2	Year 3	Year 4	Year 5	Total
1. Software acquisition							
2. Software modification, configuration, etc.							
3. Software development							
4. Professional implementation services							
5. Data conversion							
6. Third-party applications							
7. Ongoing software and database licenses							
8. Other costs (itemize)							
9. Initial hardware acquisition							
10. Hardware Implementation Services & Fees							
11. Hardware Maintenance							
12. Initial and ongoing user training,							
13. Networking infrastructure							
14. Other one-time professional services (itemize)							
15. Other one-time costs (itemize)							
16. Ongoing professional services							
17. All hosting requirements in Attachment G - (i.e., 26.01 through 26.49)							
18. Other ongoing costs associated with the systems after initial implementation. (itemize)							
19. Other costs (itemize)							
Total Price (Yearly)							
Amortized Payments (Yearly)							

Table 2: Vendor-Supplied Infrastructure

Provide the rate for each labor category (e.g., Project Executive; Technology Specialist; Project Manager; Team Leader; Analyst, Programmer) included in your response. These rates will be used for the duration of the contract, whether for initial implementation activities, follow-on enhancements, maintenance support, operational support, etc. Add as many rows as required.	
Labor Category	Hourly Rate

Table 3: Rate Table

Submitted By:

Respondent Business
Name:

Date:

Authorized Signature:

Printed Name and Title:

By affixing my signature to the Cost Proposal, I hereby state that I have read and agree to the RFP terms, conditions and specifications. Travel & Misc. Expenses must be included in services.